EXHIBIT A STATE COURT DOCUMENTS 18SL-CC002821

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WORK CORP., L.L.C.,)	
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Defendants.

PETITION FOR DECLARATORY JUDGMENT AND OTHER RELIEF

IN THE CIRCUIT COURT
OF ST. LOUIS COUNTY, MISSOURI

COMES NOW Plaintiff, City of Creve Coeur, Missouri, on behalf of itself and all others similarly situated, and for its Petition for Declaratory Judgment and Other Relief, states as follows:

INTRODUCTION

- 1. Since 2007, several providers of video service, such as cable companies, have remitted fees to Missouri cities under the 2007 Video Services Providers Act and local ordinances. Defendants DIRECTV, LLC, DISH Network Corp., and Dish Network L.L.C. (collectively "Defendants") provide video programming to customers in Missouri municipalities. But Defendants have not been paying video-service-provider fees, which deprives Missouri municipalities of much-needed revenue.
- 2. The 2007 Video Services Providers Act applies to Defendants just as it applies to other video-service providers. The 2007 Act defines "video service" as "the provision of video programming provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including internet protocol technology whether

provided as part of a tier, on demand, or a per-channel basis." Sec. 67.2677(14), RSMo. Many of Defendants' services require a subscriber to be connected to the internet, and they often use the internet to stream video programming to customers' internet-connected devices. By relying on an internet connection for their services, Defendants use internet wireline facilities located at least in part in the public right-of-way. Therefore, Defendants are video-service providers within the meaning of the Act, and they should be paying video-service-provider fees on their gross receipts.

3. Plaintiff Creve Coeur, on behalf of itself and other Missouri municipalities, seeks to require Defendants to abide by the Act and to pay their fair share of fees owed to these municipalities – as should all providers of video service.

PARTIES, JURISDICTION, AND VENUE

- 4. The City of Creve Coeur, Missouri ("Creve Coeur" or "Plaintiff") is a lawfully existing Missouri municipal corporation and home rule charter city within the meaning of Mo. Const. art. VI, sec. 19, sec. 82.010, RSMo, *et seq.*, and all other applicable laws, and it has been at all times during the preceding five years. Creve Coeur is located in St. Louis County, Missouri.
- 5. Pursuant to Missouri's 2007 Video Services Providers Act, Plaintiff is authorized to, and does, impose a fee on each video-service provider operating in Creve Coeur. Sec. 67.2689, RSMo. Specifically, Creve Coeur's code of ordinances states: each "video service provider shall pay to the City a video service provider fee in the amount of five percent (5%) of the provider's gross revenues on or before the last day of the month following the end of each calendar quarter." Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1).

- 6. Defendant DIRECTV, LLC ("DIRECTV") is a California limited liability company with a registered agent in this County. It is a subsidiary of AT&T, Inc. DIRECTV does business in Missouri and has done so at all times during the preceding five years.
- 7. Defendant DISH Network L.L.C. is a Colorado limited liability company.

 Defendant DISH Network Corp., a Nevada corporation, is the parent company of DISH Network L.L.C. DISH Network L.L.C. and DISH Network Corp. will collectively be referred to as "DISH" throughout this petition. While DISH does business in Missouri and has done so at all times during the preceding five years, neither of these DISH entities have registered to do business in Missouri.
- 8. This Court possesses subject-matter jurisdiction under Mo. Const. art. V, sec. 14 (circuit courts "have original jurisdiction over all cases and matters, civil and criminal"), and to enforce Defendants' obligation to pay video-service-provider fees under Missouri's 2007 Video Services Providers Act.
- 9. This Court possesses personal jurisdiction under sec. 506.500.1 of Missouri's long-arm statute, because the cause of action arises from Defendants' transaction of business within this State.
- 10. Venue is proper under sec. 508.010.2, RSMo, because Plaintiff resides in St. Louis County, the complained of actions occurred in this County, and Defendants can be found, do business, or have a registered agent in this County.

CLASS ACTION ALLEGATIONS

11. This action is brought by Plaintiff pursuant to Missouri Supreme Court Rule 52.08 on behalf of itself and all other Missouri political subdivisions similarly situated, to wit: all Missouri political subdivisions authorized to collect video-service-provider fees by the 2007

Video Services Providers Act, sec. 67.2675, RSMo, *et seq.*, and where Defendants have provided or continue to provide video service.

- 12. The proposed class includes at least 40 Missouri municipalities, many of which are small with very limited resources. The class members, and in particular smaller jurisdictions, have limited staffs and budgets, with little or no funds available for litigation of this nature. The class is so numerous that joinder of all members is impracticable.
- 13. There are questions of law or fact common to the class, including whether Defendant provides video service within class members' geographic areas, whether Defendants generate gross revenues from such operations, and whether such gross revenues are subject to video-service-provider fees.
- 14. The claims asserted by Plaintiff are typical of the claims of the class in that their fee provisions are largely identical, and the interpretation and application of the applicable statutes and ordinances will be similar for all class members.
- 15. Plaintiff will fairly and adequately protect the interests of class members in that their interests are aligned, and Creve Coeur has been found fit to represent a municipal class in similar circumstances. Plaintiff has also retained counsel competent and experienced in classaction litigation, including municipal class actions.
- 16. The prosecution of separate actions by individual class members would create a risk of: a) inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for Defendants; and b) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

- 17. Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief with respect to the class as a whole.

 Defendants have conducted business as if the video-service-provider fees do not apply to their business(es) or their gross revenues, so they have failed or refused to pay video-service-provider fees.
- 18. Further, questions of law or fact common to class members (e.g., whether Defendants provide video service within class members' geographic areas, whether Defendants generate gross revenues from such operations, and whether the gross revenues from such operations are subject to video-service-provider fees) predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

FACTUAL ALLEGATIONS

- 19. Defendants provide paid video programming service to customers who use the service to view television shows, movies, documentaries, and other programming.
- 20. DIRECTV has over 20 million U.S. subscribers, including customers in Creve Coeur and other class members.
- 21. DISH has over 13 million subscribers, including customers in Creve Coeur and other class members.
- 22. DIRECTV and DISH compete directly with other video-service providers, offering video programming comparable to that provided by cable companies and television-broadcast stations.
- 23. DIRECTV and DISH offer packages of video service. The services include a mixture of live programming, premium channels like HBO, SHOWTIME, STARZ and Cinemax,

and "on demand" video service. Subscribers to Defendants' services have a unique account that facilitates their paid access to the services, which are not offered for free to the general public.

- 24. Over the past decade, DIRECTV and DISH have transformed their businesses and method of delivery. They no longer deliver video programming just via satellite, as they also rely on the internet to deliver their video services.
- 25. For example, DIRECTV offers a proprietary DVR called the "DIRECTV Genie." It allows subscribers to record five shows at once, and it recommends shows based on past viewing preferences. To receive all its video services, it must be connected to the internet. *See* Exhibit A; *see also* Exhibit B ("For optimal performance of your Leased Equipment, including ordering with your remote control or receiving certain Services, your Leased Equipment must be directly connected to the same land-based telephone line or internet connection.").
- 26. "Genie lets you watch select shows that have aired in the last 72 hours and restart live TV, so even if you're running late you'll never miss a scene." This feature, however, requires an "[i]nternet-connected HD DVR." Exhibit C.
- 27. DIRECTV also offers the ability to watch thousands of television shows and movies "on demand," meaning the subscriber chooses when to watch the show or movie. This often requires not only a DVR such as the DIRECTV GENIE, but also "broadband Internet service with speeds of 750 kbps or higher and a network router with an available Ethernet port." *See* Exhibit D.
- 28. Similarly, DIRECTV allows subscribers to view movies through "Pay Per View" programming. "To order Pay Per View programming with your remote control, all the DIRECTV receivers must be continually connected to the same landline and/or the Internet." *See id.*

- 29. Customers can even watch DIRECTV's programming on internet-connected devices such as mobile phones and iPads through DIRECTV's DIRECTV App and Sunday Ticket App. These applications use the internet to stream DIRECTV's programming to mobile devices.
- 30. Further, DIRECTV offers a stand-alone service called DIRECTV NOW that relies exclusively on streaming video programming over the internet. DIRECTV NOW has over one million subscribers. The service requires no satellite dish, no hardware, and no installation. Instead, it uses internet-connected devices—electronic devices like streaming media players (e.g., Roku, Chromecast, or Apple TV), smartphones, and tablets—that have software allowing DIRECTV NOW to deliver content over the internet.
- 31. DIRECTV offers DIRECTV NOW in Plaintiff's and class members' geographic areas. Depending on the package selected, DIRECTV NOW allows subscribers to watch up to 120+ live TV channels and more than 25,000 On Demand shows and movies.
- 32. DISH has evolved in a similar fashion. It offers an advanced DVR called the Hopper. "An Internet-connected Hopper is an even more powerful Hopper." Connecting the Hopper to the internet allows customers to "[e]njoy On Demand programming whenever it's convenient"; "[o]rder special pay-per-view events through your TV without making a phone call"; interact with internet apps; and pay bills through the TV. *See* Exhibit E.
- 33. Similarly, "[c]onnect[ing] your equipment to the internet" allows "instant access to thousands of TV episodes and movies On Demand, mobile viewing using DISH Anywhere, and popular apps like Netflix." As DISH emphasizes in its marketing, "In the era of peak TV, it's almost impossible to watch everything live," but "with an internet-connected receiver, you can

watch missed episodes, catch up on an entire season, or check out the newest shows and movies." *See* Exhibit F.

- 34. DISH's "DISH Anywhere" service allows a customer to view programming anywhere, but it too requires the internet and internet-connected devices. DISH Anywhere is "an online video site that allows [customers] to instantly watch thousands of TV shows, movies, and clips." Exhibit G. It allows a customer to transform a "computer, smartphone, or tablet into your TV and enjoy ... all your live channels, everything on your DVR, and thousands of On Demand titles." *See* Exhibit F.
- 35. To watch live programming or DVR recordings through DISH Anywhere, not only must the customer's smartphone or tablet be connected to the internet, but the customer's "DVR must also be connected to the Internet." *See* Exhibit G.
- 36. DISH also has a stand-alone service called Sling TV that relies exclusively on streaming video programming over the internet. Sling TV has over two million subscribers. The service requires no satellite dish, no hardware, and no installation. Instead, it uses internet-connected devices—electronic devices like streaming media players (e.g., Roku, Chromecast, or Apple TV), smartphones, and tablets—that have software allowing Sling TV to deliver content over the internet.
- 37. DISH offers Sling TV in Plaintiff's and class members' geographic areas. Sling TV allows subscribers to watch both live TV channels and on-demand shows and movies.
- 38. Although DIRECTV and DISH use the internet to deliver these services, these video services do not provide the actual access to the internet. Instead, the customer receives an internet connection through an internet-service provider. The internet-service provider supplies

an internet account and a physical means to connect to the internet (such as a modem), which allows customers to access the internet.

- 39. Customers typically use a broadband internet connection when using DIRECTV's or DISH's services. In Creve Coeur, common providers of broadband internet service include Charter Communications and AT&T. These broadband internet connections rely upon wireline facilities located in the public right-of-way to bring internet service to customers.
- 40. In turn, this means that DIRECTV and DISH provide their video programming through wireline facilities located at least in part in the public right-of-way because they use these broadband internet connections when they rely upon internet-connected devices to deliver services and programming. These wireline facilities are used by DIRECTV's and DISH's customers to interact with, communicate with, and navigate DIRECTV's and DISH's systems, and to arrange for and receive video programming such as "on demand" or live programming with or without additional programming available by satellite signal.
- 41. DIRECTV and DISH are thus video-service providers within the meaning of Missouri's 2007 Video Services Providers Act, which defines "video service" as "the provision of video programming provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including internet protocol technology whether provided as part of a tier, on demand, or a per-channel basis." Sec. 67.2677(14), RSMo. Further, DIRECTV and DISH are not a commercial mobile service provider as defined by 47 U.S.C. § 332(d), and they are not providing video programming solely as part of a service that enables users to access content, information, electronic mail or other service offered over the public Internet.

42. Upon information and belief, DIRECTV and DISH provide paid video service within Creve Coeur's and other class members' geographic areas. DIRECTV and DISH have failed to comply with Missouri's 2007 Video Services Providers Act by failing to give notice of intent to provide service to Creve Coeur and other class members, and failing to pay the required video-service fees to Creve Coeur and other class members.

COUNT I – DECLARATORY JUDGMENT, INJUNCTIVE RELIEF AND AN ACCOUNTING

- 43. Plaintiff repeats, re-alleges and incorporates by reference paragraphs 1-42 of this Petition as if more fully set forth herein.
- 44. DIRECTV and DISH are engaged in the business of providing video service within Plaintiff's and other class members' geographic areas within the meaning of Missouri's 2007 Video Services Providers Act, sec. 67.2675, RSMo, *et seq.* DIRECTV and DISH derive gross revenues from their business, and they have engaged in such business and derived gross revenues (as defined by sec. 67.2677, RSMo) from that business at all times during the preceding five years.
- 45. Defendants have failed and refused to pay video-service-provider fees to Plaintiff as required by the 2007 Act and by Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1). Further, Defendants have failed and refused to pay video-service-provider fees to class members as required by the Act and by similar code and ordinance provisions.
- 46. Defendants' competitors in the video-service market, such as Charter Communications, have paid and continue to pay video-service-provider fees to class members under the statutes, codes and ordinances that Defendants refuse to honor, despite such laws requiring fair and nondiscriminatory competition and regulation.
 - 47. A justiciable controversy exists between Plaintiff, Defendants and class members.

- 48. Plaintiff and class members do not have an adequate remedy at law. Defendants' violations of the Act and local codes and ordinances are continuing and, as such, Plaintiff and class members would be required to bring successive actions to enforce compliance and to collect unpaid fees.
- 49. Unless Defendants are enjoined from violating the Act and local codes and ordinances, Plaintiff and class members will suffer irreparable harm or injury. They are being deprived of revenues needed for public health, safety and welfare. In all probability, since Defendants intend to continue engaging in business in class members and deriving gross revenues from their business, Plaintiff and class members will continue to be deprived of videoservice-provider fees unless Defendants are so enjoined.
- 50. Defendants have a legal and fiduciary duty to keep and maintain accurate accounts and records "pertaining to gross revenues received from the provision of video services provided to consumers located within the geographic area" of Plaintiff and class members. *See* sec. 67.2691.2, RSMo.
- 51. Plaintiff has incurred and will continue to incur costs and attorneys' fees needed for the investigation and prosecution of these claims. Those attorneys' fees and other expenditures will result in a benefit to all members of the class, and Plaintiff's counsel should recover these fees and expenditures pursuant to applicable law.

WHEREFORE, Plaintiff, on behalf of itself and all Missouri political subdivisions similarly situated, prays that this Court:

A. Declare and adjudge that Defendants provide video service within the meaning of Missouri's 2007 Video Services Providers Act, sec. 67.2675, RSMo, *et seq.*;

- B. Declare and adjudge that Defendants have failed to comply with and owe video-service-provider fees under Missouri's 2007 Video Services Providers Act, Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1), and similar class member code and ordinance provisions for the preceding five years and for the duration of this litigation;
- C. Order an accounting of all monies that Defendants owe Plaintiff and class members, including interest and penalties;
- D. Enjoin and restrain Defendants from engaging in business within the boundaries of Plaintiff and class members and deriving gross revenues therefrom without paying the required video-service-provider fees;
- E. Award attorneys' fees, costs and expenses from the amount(s) recovered for the common benefit of the class; and
- F. Order such other and further relief as the Court deems just and proper under the circumstances.

COUNT II – UNJUST ENRICHMENT

- 52. Plaintiff repeats, re-alleges and incorporates by reference paragraphs 1-51 of this Petition as if more fully set forth herein.
- 53. Defendants have operated as video-service providers in the geographic areas of Plaintiff and other class members.
- 54. By not remitting video-service-provider fees, DIRECTV and DISH have received the benefit of doing business in Plaintiff and other class members without paying required fees, been aware that they were doing business without paying required fees, and accepted and retained this benefit under circumstances that are inequitable or unjust, i.e., by depriving Plaintiff

and other class members of monies due under the statutes, codes, and ordinances that Defendants refuse to honor.

WHEREFORE, Plaintiff, on behalf of itself and all Missouri political subdivisions similarly situated, prays that this Court:

- A. Declare and adjudge that Defendants' failure to pay video-service-provider fees as required by the 2007 Act, Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1), and similar class member code and ordinance provisions caused Defendants to be unjustly enriched, as they avoided fees that should have been paid to Plaintiff and class members during the preceding five years and for the duration of this litigation;
- B. Order an accounting of all monies that Defendants owe Plaintiff and class members, including interest and penalties;
- C. Enjoin and restrain Defendants from engaging in business within the boundaries of class members and deriving gross revenues therefrom without paying the required video-service-provider fees;
- D. Award attorneys' fees, costs and expenses from the amount(s) recovered for the common benefit of the class; and
- E. Order such other and further relief as the Court deems just and proper under the circumstances.

COUNT III – UNPAID FEES, INTEREST AND PENALTIES

- 55. Plaintiff repeats, re-alleges and incorporates by reference paragraphs 1-54 of this Petition as if more fully set forth herein.
- 56. Defendants owe Plaintiff and other class members video-service-provider fees, together with interest and penalties, as a result of their failure to comply with the Act and

Plaintiff's and class members' codes and ordinances during the preceding five years and for the duration of this litigation.

WHEREFORE, Plaintiff, on behalf of itself and all Missouri political subdivisions similarly situated, prays that this Court:

- A. Enter judgment in favor of each class member and against Defendants for the video-service-provider fees, interest and penalties due each class member from Defendants;
- B. Award attorneys' fees, costs and expenses from the amount(s) recovered for the common benefit of the class; and
- C. Order such other and further relief as the Court deems just and proper under the circumstances.

DATED: July 19, 2018

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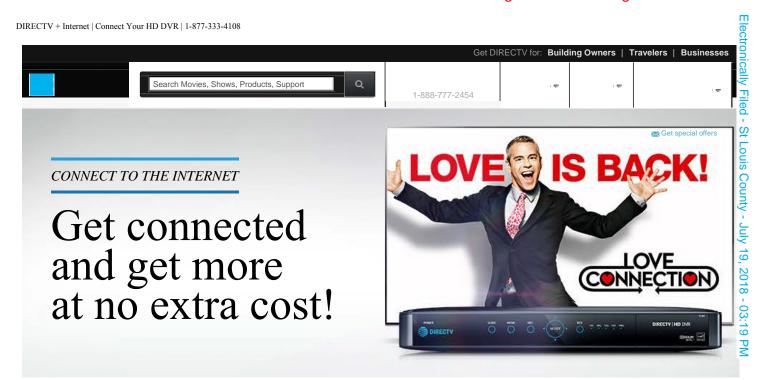
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Exhibit A



Maximize your entertainment: Connect your HD DVR to the Internet.

When connected, you open the door to additional features that's all included in your DIRECTV service. Enjoy access to thousands of the hottest shows and movies On Demand including Fox's Love Connection, download your recorded shows on your device and watch on the go, and listen to Pandora Radio on your TV. Learn how to connect your HD DVR to the internet today. Don't miss out – connect your HD DVR to the Internet today.

Learn how to connect ▶

Thousands of the hottest shows and movies On Demand.





Get access to over 35,000* shows and movies.

Catch up on thousands of shows and movies, already included in your subscription, with DIRECTV On Demand. Plus, get instant access to the hottest new movie releases on DIRECTV CINEMA.¹

Learn how to connect >

Time is on your side with an Internet-connected HD DVR.

Forget to record your favorite show? With your HD DVR connected to the Internet, you can watch shows that aired any time in the last 72 hours, and even restart ones already in progress.²

Learn how to connect >

It's your TV. Take it with you.



American Woman now playing on Paramount Network®

Stream anywhere.

Connecting your HD DVR to the Internet makes your DIRECTV App even better. You'll be able to stream the same DIRECTV you watch at home—including your live and recorded shows—anywhere you are, at no extra cost.³

Learn how to connect >

Download and go!

Taking a family road trip or getting on a plane? With an Internet-connected HD-DVR, you can download your home DVR right to your mobile device with the DIRECTV App.³

Then watch anywhere, even with no Internet connection!

Learn how to connect >







Make your TV more app-etizing.

Your TV's not just for watching. With the press of a button, you can get up-to-the minute sports highlights, track your NFL.com fantasy league, check the weather, and more. Plus, with iHeartRadio you can listen to your favorite music, talk shows, and sports radio on your TV.⁴ The TV Apps are easy to use, with no additional equipment needed. Best of all, the TV Apps are already included in your service!



Hit the Road Now playing on AUDIENCE®

Learn how to connect >

Top Questions

How do I connect my Genie® or HD DVR to the Internet?

At-a-Glance Equipment Requirements A minimum connection speed of 750Kbps (DSL or cable modem) is...

Connect your HD DVR to the Internet

There are some great benefits to connecting your DIRECTV HD DVR to your home Internet network. It's...

DIRECTV Genie® WiFi Setup & Connection

Watch this video to learn how to connect your Genie® HD DVR model HR44 to the Internet. ...

How do I know if my Genie HD DVR is connected to the Internet?

To find out if your Genie HD DVR is connected to the Internet, Press the RIGHT ARROW on your...

See more top questions

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AT&T Services ▶ Explore DIRECTV ▶ Customer Service Help Center ▶ Social Media AT&T Bundles **DIRECTV Packages** Go Paperless Need Help? Start Here DIRECTV on Facebook AT&T Wireless DIRECTV + AT&T Bundles DIRECTV Redeem Reward Troubleshoot My Service @DIRECTV AT&T Internet DIRECTV FOR BUSINESS™ Learn About DIRECTV @DIRECTVService Agreements & Policies **DIRECTV NOW DIRECTV** Insider Find a Retailer Contact Us DIRECTV on YouTube Advertising Choices DIRECTV + Internet **DIRECTV** Deals **DIRECTV** versus the Competition **DIRECTV Local**

Get America's #1 Satellite TV w/ more HD, Sports & Customer Satisfaction. DIRECTV (not Direct TV or DIRECT TV) is now part of AT&T!

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Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.

^{*} Access to available DIRECTV On Demand programming based on package selection. Actual number of shows and movies will vary. Additional fees apply for new releases. Some DIRECTV C NEMA and On Demand content requires an HD DVR (HR20 or later) or DVR (R22 or later), D RECTV CINEMA Connection Kit and broadband Internet service with speeds of 750 kbps or higher and a network router with an available Ethernet port. Downloading On Demand content may count against your data plan allowance. Visit directv com/movies for details.

^{1.} Requires an HD DVR connected to the Internet. Additional fees required for new releases. 2. Functionality varies by compatible device and location. Only select networks corresponding to your package selection are available for live streaming and may vary by location and device. Additional charges may apply. In-home live-streaming feature requires home-based Wi-Fi connection and Internet-connected HD DVR. Out-of-home viewing requires high-speed internet connection. All functions and programming subject to change at any time. Visit directv.com/everywhere for a list of compatible devices (sold separately) and complete details. Data charges may apply. 3. Additional fees required for new releases.

4. Certain programming may not be compatible with this device.

^{**}American Horror Story: Cult on FX®, This Is Us on NBC®, Annabelle: Creation, Baywatch, Captain Underpants, King Arthur, The Mummy, Pirates of the Caribbean: Dead Men Tell No Tales, Rough Night, and Transformers: The Last Knight on DIRECTV CINEMA®

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DIRECTV + Internet | Connect Your HD DVR | 1-877-333-4108

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Exhibit B

DIRECTV RESIDENTIAL CUSTOMER AGREEMENT

Documents

Policy Center Home

General Policies

- ▶ Wireless
- AT&T Next

Business

Digital Life®

DIRECTV

Home Phone

Internet & Email

U-verse® TV and AT&T Phone

Print

Effective as of March 1, 2018 until replaced

THIS DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT OF AND PAYMENT FOR DIRECTV ® SERVICE.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 8), AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE (SEE SECTION 7).

BY USING DIRECTV SERVICE, YOU AGREE: (A) THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS; (B) THAT YOU ARE 18 YEARS OF AGE OR OLDER (AT LEAST NINETEEN (19) IN ALABAMA AND NEBRASKA; TWENTY-ONE (21) IN MISSISSIPPI); (C) TO THE AT&T ACCEPTABLE USE POLICY (https://www.att.com/legal/terms.aup.html); (D) TO THE AT&T PRIVACY POLICY (https://about.att.com/sites/privacy_policy); AND (E) TO THE AT&T ACCESS ID TERMS OF SERVICE, (https://www.att.com/accessidterms). PLEASE CAREFULLY READ THESE DOCUMENTS TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR ORDER OR SERVICE SUBJECT TO APPLICABLE CANCELLATION TERMS AND/OR FEES (SECTION 5). IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING.

THE EQUIPMENT LEASE AGREEMENT, AVAILABLE AT https://www.att.com/DTVEquipmentLeaseAgreement, GOVERNS YOUR RECEIVING EQUIPMENT (EACH AS DEFINED BELOW).

TO VIEW THIS AGREEMENT IN SPANISH, VISIT www.att.com/DTVCustomerAgreementespanol OR CALL 888.388.6622 TO REQUEST A PRINTED COPY. (VISITE A www.att.com/DTVCustomerAgreementespanol O LLAME AL 888.388.6622 PARA SOLICITAR ESTE DOCUMENTO.)

CONTACTING DIRECTV:

To contact us, call 800.288.2020 and speak your request into our Automated Phone System, e.g., for technical issues, say "technical"; for on-screen messages, say the extension or message you see on your TV screen; to pay your bill, say "pay my bill"; for programming questions, say the name of the package or service, etc. For bill inquires, call hours are 8am – 1am (your local time) 7 days a week.

If your bill for DIRECTV Service comes from a party other than DIRECTV or AT&T, please use the contact information provided on your bill for any questions about your DIRECTV Service.

Thank you for choosing DIRECTV DIRECTV and its parent, affiliates, subsidiaries and employees (defined here collectively as "DIRECTV" and referred to as "DIRECTV" or "we") provide digital satellite entertainment programming and services (referred to collectively as "Service") to residents of the United States. We do not provide, and you may not receive or use, Service at an address or location outside of the United States.

CUSTOMER AGREEMENT

1. OUR SERVICE

These are the terms on which we will provide you Service:

- (a) <u>Program Choices.</u> You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms and conditions. Information about programming is at directv.com.
- (b) Ordering Pay Per View. Pay Per View transactions may be billed in the billing cycle, following the transaction. So long as payments are current, you will have a limit based on creditworthiness or for other reasons. Programs recorded to a DVR may automatically delete after 24 hours. If you call an agent to order, the maximum fee may apply (described in the Fee Schedule). A reduced fee is available for Pay Per View orders placed at directv.com or through the Automated Phone System. Repeated cancellation of previously ordered Pay Per View Services may result in cancellation of your account, restrictions on your ability to order Pay Per View Services, or imposition of additional fees for Pay Per View Services.
 - (1) On Demand/DIRECTV Cinema. Customers with advanced HD DVR equipment may also access additional titles and on demand programs by connecting the equipment to the internet.
 - (2) Other Authorized Devices. Customers may also access certain titles and on demand programs by using a separately distributed DIRECTV software application on a compatible smartphone, tablet, computer or other device you provide that is authorized by DIRECTV ("an Authorized Device").
- (c) <u>Your Programming Changes</u>. You may change your programming selection by notifying us. A fee may apply to such changes (described in Section 5(b) and the <u>Fee Schedule</u>). Some programming may be purchased in minimum blocks of one month or multiples of one month.
- (d) Our Programming Changes. Many factors affect the availability, cost and quality of programming and may influence the decision to raise prices and the amount of any increase. These include, among others, programming and other costs, consumer demand, market and shareholder expectations, and changing business conditions. Accordingly, we reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, technologies used to deliver the Service, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.
- (e) Access Card. You have received a conditional access card (referred to as the "Access Card") and a License Agreement governing your use of the Access Card while you are receiving our Service. Access Cards are nontransferable and are the exclusive property of DIRECTV. If you tell us that the original Access Card was lost, damaged, defective or stolen, we will replace it, so long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your Leased Equipment other than an authorized unmodified Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Card. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is

prohibited.

- (f) Installation. You will provide DIRECTV and its subcontractors with reasonable access to your premises in order to install, maintain, and repair your Service and your Leased Equipment and, for as long as you continue to receive your Service, your Receiving Equipment; and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that DIRECTV may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair your Service and your Equipment (as defined in Section 1(k)). If you do not own your premises or your unit is part of a multi-tenant environment (e.g., an apartment building, condominium, or private subdivision), you warrant that you have obtained permission from any necessary party, including, but not limited to, the owner, landlord, or building manager, to allow DIRECTV and its subcontractors reasonable access to install, maintain, and repair your Service and your Equipment and to make any alterations that DIRECTV deems appropriate for the work to be performed.
- (g) Phone/Internet Connections. For optimal performance of your Leased Equipment, including ordering with your remote control or receiving certain Services, your Leased Equipment must be directly connected to the same land-based telephone line or internet connection. If you add Service on additional TVs, you may purchase a separate subscription for each additional TV, or, if all your Leased Equipment is continuously connected to the same land-based telephone line or internet connection, we can charge you only the fee amounts listed in the Equipment Lease Agreement. You agree to provide true and accurate information about the location of your Leased Equipment. If it is determined that the Leased Equipment is not at the Service address identified on your account, we may disconnect the Leased Equipment or charge you the full programming subscription price for the Leased Equipment.
- (h) <u>Mobile Units</u>. We provide Service to Leased Equipment installed in mobile units such as campers, boats and other recreational vehicles. However, this Leased Equipment is not eligible for the additional TV authorization discount described in Section 1(g).
- (i) <u>Private Viewing.</u> We provide Service only for your private non-commercial use, enjoyment and home viewing. The programming may not be viewed in areas open to the public or in commercial establishments. You may not rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit or distribute running accounts of it. You may not use any of our trademarks.
- (j) <u>Blackouts</u>. Certain programming, including sports events, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit https://support.directv.com/dtv-programming/directv-sports-blackouts-faq for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.
- (k) Management of Leased Equipment and Receiving Equipment. We reserve the right to manage the DIRECTV® Receiver(s), Genie® Mini(s), Genie 2[™], Access Card(s), and/or remote control(s) (collectively referred to as "Leased Equipment") and your receiving antenna dish, mounting hardware, and cabling (collectively referred to as "Receiving Equipment") once it has been installed by us, for as long as you continue to receive Service, and retain exclusive rights to data generated by the Leased Equipment and the Receiving Equipment. Leased Equipment and Receiving Equipment shall collectively be referred to as "Equipment" herein. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings while you continue to receive your Service. Additional information regarding your Equipment is included in the Equipment Lease Agreement.

- (I) Repair or Replacement of Equipment. You must notify us immediately of any defect in, damage to or accident involving the Equipment. During the term of this Agreement, all maintenance and repair of Equipment must be performed by us or our designee(s). In addition to any applicable Dispatch Fee (as described in the Fee Schedule), you are responsible for damage to and the entire cost of any necessary service or repair of any Equipment that is attributable to your improper installation, abuse, or misuse of the Equipment, as determined by DIRECTV. We also reserve the right to charge reasonable shipping and handling fees in connection with replacement of any Equipment, other than Leased Equipment that requires replacement within 90 days of its initial activation. You understand that repair or replacement of the Equipment may (i) cause stored content to be deleted, (ii) reset personal settings, or (iii) otherwise alter the Equipment. You agree to use appropriate and reasonable care in using any and all Equipment provided to you. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, will be treated as damage due to your intentional acts or negligence.
- (m) Loss of Equipment. Please notify us immediately if any of the Equipment is lost or stolen. If you notify us within 5 days, we will not charge you for unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice. For Leased Equipment, non-return fees will apply as specified in the Equipment Lease Agreement.
- (n) <u>Restrictions Related to Equipment.</u> You agree that you will use the Equipment only for its intended residential use and not for any other purpose. We consider you to be respons ble for, and the recipient of programming on, any Equipment you lease or own. You are liable for charges incurred when the Equipment is used by you and when the Equipment is in use by others until your Service is cancelled or you notify us that the Equipment is lost or stolen as described above. You have no right to sell, give away, transfer, pledge, mortgage, alter, or tamper with the Leased Equipment and while you continue to receive Service, you have no right to sell, give away, transfer, pledge, mortgage, alter, or tamper with the Receiving Equipment. Once your Receiving Equipment has been installed, and while you continue to receive the Service, you may not move the Receiving Equipment to a different location or position at your address while you are receiving the Service. Additional information regarding service, care, maintenance and removal of, as well as responsibility for claims and demands arising out of or related to, the Receiving Equipment is included in the Equipment Lease Agreement.
- (o) <u>Your Viewing Restrictions</u>. It is your responsiblity to impose any viewing restrictions on other family members or guests as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit <u>directv.com</u> for information on parental controls, locks and limits and password protection on your account.
- (p) Change of Address. You must notify us immediately of any change in your name, mailing address, residence address or telephone number by contacting us at 800.288.2020.

2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) <u>Programming.</u> You will be billed in advance, at our rates in effect at the time for all Service(s) ordered by you or anyone who uses any Equipment or Authorized Device, with or without your permission, until the Service is canceled. If the Service is part of an offer through which you receive credits offsetting all or part of the Service price, such credits will be applied before the end of your promotional period. Interim payments may be required. If you cancel the Service, you are no longer entitled to receive the credits and we reserve the right to recoup pre-paid credits. The outstanding balance is due in full each month by the due date. To establish Service, you were required to provide a credit card. You may use this or another credit or debit card to establish recurring payments. See Section 5(e) regarding payment upon cancellation. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written

- on your payments will restrict our ability to collect all amounts owing to us. If you do not pay your statements by the due date, we may reduce your Service to a minimum service level, at our rates in effect at the time, restrict the availability or renewability of your Service options, require immediate payment for Services ordered, or deactivate your Service.
- (b) <u>Monthly Fees For DIRECTV Receivers, Genie Minis and/or DIRECTV-Ready TVs/Devices.</u> You will pay in advance, at our rates in effect at the time, a TV Access Fee for each DIRECTV Receiver, Genie Mini, and/or DIRECTV-Ready TV/Device on your account as described in the <u>Equipment Lease Agreement</u>, provided you meet the qualifications specified in Section 1(g) and such equipment is located at your Service address.
- (c) <u>Taxes.</u> You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed including any such taxes, fees or charges assessed against discounted fees or service credits.
- (d) <u>Auto Bill Pay.</u> When enrolling your account in Auto Bill Pay, you authorized AT&T and/or DIRECTV to charge your debit/credit card or bank account automatically to pay your monthly statements, as well as any unpaid balances and fees if your DIRECTV service is disconnected. To cancel your authorization for Auto Bill Pay, you must call 800.288.2020. You should also contact your card issuer or financial institution to advise that you have canceled your enrollment. You will lose any promotional credits associated with your account if you opt out from Auto Bill Pay.
- (e) Other Fees. We may charge fees that arise in specific circumstances only to those customers responsible for them. Additional information about some of the fees we charge is found at att.com/DIRECTVFees ("Fee Schedule"). This Fee Schedule is hereby incorporated into this Agreement by reference. Please see the Fee Schedule for additional fees. We reserve the right to assess additional fees or modify these fees and you agree to pay the fees listed in Section 2 of this Agreement and the Fee Schedule, if assessed on your account:
 - (1) Up to \$4.25 Late Fee: If we do not receive your payment by the due date on your bill, we may charge you a late fee of (i) \$4.25; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full. This late fee is not an interest charge, finance charge, time price differential or other such charge of a similar nature. You acknowledge that this fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations as set forth by the law in your state.
 - (2) Up to \$30.00 Returned Payment Fee, If any bank or other financial institution refuses to honor any payment, draft, order, item or instrument submitted for payment on your account, including without limitation electronic debits to debit cards and bank accounts. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.
 - (3) Up to \$20.00 Restoral Fee for Suspended Accounts. We may suspend or terminate Service if your payment is past due. When your Service is suspended for non-payment, you will be placed in a minimum service package with reduced programming, for a one-time flat fee of \$9.99. If we suspend your Service for non-payment, you must pay all past due amounts in order to resume Service at any level above the minimum service package. In addition, to resume Service at any level above the minimum service package you must also pay an account Restoral Fee of up to \$20.00. The Restoral Fee will be assessed on the next monthly bill you receive following the resumption of Service from the minimum service package.
 - (4) Advance Payments, Deposits, Fees and Limits. We may require you to make deposits or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in this Agreement or permitted by law. We reserve the right to require prepayment for any Service in

our discretion. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Upon determination solely by DIRECTV of satisfactory payment history or as required by law, DIRECTV may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by DIRECTV. Based on your creditworthiness, a non-refundable fee may be required to establish service. We may require you to enroll, and remain enrolled, in an automatic payment or electronic funds transfer plan. We may establish additional limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due.

- (f) <u>Billing Statements</u>. We will send you a statement for each billing cycle (usually once every 30 days) regardless if you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases and any other charges to your account, (2) the amount you owe us and (3) the payment due date
- (g) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can.

You must contact us within 60 days of receiving any statement that you think is incorrect or that you need more information about. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of Service.

Remember, if your bill for DIRECTV Service comes from a party other than DIRECTV or AT&T, please use the contact information on your bill.

- (h) <u>Bill Credits or Refunds</u>. Any amounts refunded in the form of bill credits, cash payments or any other form, other than amounts reducing a specific line-item charge, shall be inclusive of all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any tax, fee, or surcharge previously paid.
- (i) <u>Consents Regarding Credit.</u> In order to establish an account with us and when you order additional Leased Equipment and/or Services, you authorize us to inquire into your creditworthiness, by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. In addition, you also authorize DIRECTV to inquire into your creditworthiness with credit reporting agencies when Authorized Users (as defined below in Section 3(d)), change or order additional Leased Equipment and/or programming for your account on your behalf.
- (j) <u>Collection Costs.</u> If you fail to pay amounts you owe us, you may be subject to collections by DIRECTV or your account may be referred to a third party collection agency. To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

3. CUSTOMER INFORMATION

- (a) <u>Representations</u>. You represent that you are at least 18 years of age (except you must be at least 19 years old in Alabama and Nebraska; at least 21 years old in Mississippi), and a resident of the United States.
- (b) <u>Contact Information</u>. You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate and complete. With regard to all telephone

numbers, including cellular numbers, you or an Authorized User choose to provide on your account, you and/or such Authorized User expressly consent and agree to receive business and informational calls relating to your Service to such numbers, including collections calls. You agree such calls may be pre-recorded messages or placed with an automatic telephone dialing system. In addition, you agree that we may send non-marketing service or account related text messages to cellular phone numbers provided on your account. Carrier message and data rates may apply but, on some text message programs you may opt out of a text message program by replying "stop" to a message from that program (visit directv.com for information). If you choose to provide an e-mail or other electronic address on your account, you acknowledge and consent to receive business and informational messages relating to your Service at the address, including delivery of the privacy policy, collections messages, and that such address is your private address and is not accessible or viewable by any other person. You agree that DIRECTV, and its affiliates, agents and service providers may contact you at any email address or any telephone number you provide, now or in the future, or that we otherwise identify as your number, including a number for a cellular phone or other wireless device or service, regardless of whether you incur charges as a result.

- (c) Online Access. You can access and manage your DIRECTV account online. We reserve the right to modify security settings and impose security requirements, which can change over time, to protect against actual or potential fraud, unauthorized access, and other suspicious account activity. You agree to: (i) keep your ID, password, and other log-in credentials confidential, (ii) notify us immediately of any online security breach, and (iii) reset your ID, password, or other log-in credentials if you have reason to believe they have been, or might be, compromised.
- (d) <u>Authorized User(s)</u>. You may authorize spouses, partners, family or other adult household members or designated persons to act on your behalf in managing your account, including changing or adding Leased Equipment and programming ("Authorized Users"), in two ways: (i) by providing such person access to your confidential account password; and (ii) by updating your account information to add Authorized User(s). Further, if you are not present at the time of Service installation, you hereby authorize any adult (18 or older in most states; 19 in Alabama and Nebraska; 21 in Mississippi) who is present to act on your behalf, including by accepting this Agreement and the <u>Equipment Lease Agreement</u> and any other related agreements required in connection with the completion of the installation and/or the activation of the Service and approving any changes to your Service or Equipment. If your account is password protected, the password must be provided to engage in most telephonic account management functions. You agree to immediately notify DIRECTV if your password has been compromised and/or you wish to remove an Authorized User from your account; in the absence of such notification, you are responsible for activities on your account using your password or by persons listed as Authorized Users.

4. CHANGES IN CONTRACT TERMS

We reserve the right to change the terms and conditions on which we offer Service including adding new terms or deleting existing ones. We will provide you with notice of material changes either in your monthly bill or separately. You always have the right to cancel your Service, in whole or in part, at any time, and you may do so if you do not accept any such changed terms or conditions. See Sections 5(b), (d) and (e) below. If you elect not to cancel your Service after receiving a new Customer Agreement, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms, among other reasons.

5. CANCELLATION

(a) <u>Term.</u> The term of this Agreement is indefinite and Service will continue until canceled as provided herein. Unless you notify us that you wish to cancel it, we will automatically renew Service that you subscribe to on a periodic basis, including any

monthly or annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service.

- (b) Your Cancellation. You may cancel Service by calling us at 800.288.2020. Your cancellation is effective on the day we receive it unless you instruct us otherwise. You will still be responsible for payment of all outstanding balances accrued through that effective date. If you cancel Service or change your Service package, you may be subject to an Early Cancellation Fee if you agreed to a programming agreement with DIRECTV and have failed to maintain the required programming package for the required period of time. For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit seasonal sports subscriptions after the season starts.
- (c) <u>Our Cancellation</u>. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods; breach any other material provision of this Agreement; or act abusively toward our staff. If you reside in a property that provides a base programming Service to each resident (referred to as "bu k programming"), then we may disconnect, suspend or terminate your bulk programming Services and any upgrade or a la carte programming if your account is past due or not in good standing with DIRECTV. If the property-provided bulk programming Services are disconnected, suspended or terminated, then each individual subscriber's a la carte or upgrade packages may also be disconnected, suspended or terminated. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4. Upon cancellation, you will still be responsible for payment of all outstanding balances accrued through the effective date, which may include an Early Termination Fee.
- (d) <u>Credit Balances.</u> When your account is closed, we will review your account and refund any excess monetary payments. Retention or similar credits may not be refunded.
- (e) Payment Upon Cancellation. You acknowledge that you have provided your credit or debit card information to us and you have the authority to authorize charges to the card. You understand that you will incur fees and charges as a result of your receipt and use of the Service and/or Equipment, and that you may also incur Early Termination Fees and/or Equipment non-return fees (as specified in any lease, programming or other service commitment agreement you entered into; we refer to the programming commitment as a "Service Commitment"). By giving us your credit or debit card information, which you can change at any time by contacting us, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You also acknowledge and agree that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date and additionally, that DIRECTV may obtain such updated information through payment card networks, card issuers or other third party sources.

6. DIRECTV DVR SERVICE AND SOFTWARE LICENSE

DIRECTV DVR Service is a separately sold service, at our rates in effect at the time, available to customers with DVR-enabled Equipment. DIRECTV DVR Service gives you the ability to see and record televised programs ("Third Party Content"). You understand that DIRECTV does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that

DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. DIRECTV may, at its discretion, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service.

We may use local telephone calls to provide the DIRECTV DVR Service. You are respons ble for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same.

If you paid a "lifetime service fee," you will not be charged a fee for your DIRECTV DVR Service as long as you maintain television programming service from DIRECTV on the same account. If you disconnect your DIRECTV television programming service and later reconnect on the same account, your DIRECTV DVR Service will be reconnected and you will not be charged a fee for DIRECTV DVR Service.

The Leased Equipment incorporates software which is owned by DIRECTV or its third-party licensors (the "Software"). Before using the Leased Equipment or activating the DIRECTV DVR Service, please read the terms and conditions for use of the Software. If you do not agree to these terms you may not use the Leased Equipment and may not activate the DIRECTV DVR Service and should immediately return the Leased Equipment to DIRECTV or your supplier. These terms also apply to any modifications, updates or supplements to the Software provided to you. Below is a summary of the terms of the Software license. A complete text of the terms and conditions for use of the Software is located in the user manual and at https://www.att.com/legal/terms.dtv_softwareLicenseTerms.html.

- (a) <u>License Grant and Conditions</u>. DIRECTV grants you a non-exclusive, non- transferable, limited license to use the Software solely in executable code form and solely as integrated with, incorporated into, and in conjunction with the Leased Equipment. Certain third party Software used in connection with the Leased Equipment may be made directly available to you by the providers thereof. DIRECTV reserves the right to modify, supplement, update and otherwise alter the Software via software download or other modification procedures, and these terms will apply to such Software as modified, supplemented, updated, and otherwise altered.
- (b) <u>License Restrictions</u>. You may not copy, modify or transfer the Software, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. The Software may include some components that are covered by "free software" licenses, open source software, and other similar license use rights which require such components to be used, modified and/or distributed only under the terms of such licenses.
- (c) Ownership of Software and Reservation of Rights. The Software is licensed, not sold, to you for use only under the terms of this license agreement, DIRECTV is NOT transferring title or any ownership rights in the Software to you and DIRECTV and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.
- (d) <u>Termination.</u> These terms are effective until terminated, except any provisions of this Agreement which by their express language or by their context are intended to survive the termination of this Agreement shall survive such termination. You may terminate these terms by returning the Leased Equipment to DIRECTV or your supplier. These terms will terminate automatically without notice if you fail to comply with these terms or any other agreement between you and DIRECTV. Upon termination you must return the Leased Equipment to DIRECTV or your supplier.
- (e) <u>Software Disclaimer.</u> THE SOFTWARE IS TO THE EXTENT PERMITTED BY LAW SUPPLIED AS IS AND WITH ALL FAULTS. NEITHER DIRECTV NOR ANY OF ITS LICENSORS EXPRESSLY MAKES OR PASSES ON TO YOU ANY

WARRANTY OR REPRESENTATION ON BEHALF OF DIRECTV OR ITS LICENSORS WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

- (f) Limitation of Liability for Software. IN NO EVENT WILL DIRECTV OR ITS LICENSORS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGE (INCLUDING LOSS OF PROFITS, LOST SAVINGS, LOSS OF DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF DIRECTV OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.
- (g) <u>Additional Information</u>. DIRECTV's licensors and suppliers shall be third-party beneficiaries of these license terms, as applicable. Certain additional terms and information for the Software and certain third party software (including the text of licenses applicable to any free, open source and other similar software that may be included in the Software), may be found in the DIRECTV website located at www.att.com, and the GNU website located at www.gnu.org.
- (h) <u>Third-Party Beneficiary.</u> DIRECTV and you expressly acknowledge and agree that TiVo, Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002, is an intended third-party beneficiary of this license agreement as it relates to TiVo software that may be contained in the Leased Equipment. These license provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to DIRECTV.

7. LIMITS ON OUR RESPONSIBILITY

- (a) <u>Service Interruptions</u>. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.
- (b) WARRANTY DISCLAIMER. EXCEPT AS PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR EQUIPMENT, WHICH IS PROVIDED TO YOU AS IS AND WITH ALL FAULTS. ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT.
- (c) <u>Limitations of Liability.</u> WE ARE NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATING TO THE EQUIPMENT OR THE SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. Some states or jurisdictions do not allow the exclusion or limitation of consequential or other damages, so the above limitation may not fully apply to you.
- (d) <u>Warranty Services</u>. You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee based or other programs.

(e) No Responsibility for Third Party Services. DIRECTV may permit you to connect to and access devices, products, services, websites, advertisements, and content of third parties such as other advertisers, publishers, vendors, and manufacturers of devices (collectively "Third Party Services"), but YOUR USE OF THIRD PARTY SERVICES IS AT YOUR SOLE RISK AND DISCRETION. Although DIRECTV may provide the opportunity for you to connect to or access Third Party Services, you acknowledge and agree that DIRECTV does not control Third Party Services, is not responsible for Third Party Services, and does not provide customer service, repairs, or other support for any Third Party Services. You further acknowledge and agree that your use of Third Party Services is governed by separate the terms of use set by such third parties, including their privacy policies. DIRECTV makes no representation or warranty about the safety or quality of any Third Party Services. DIRECTV does not investigate, monitor, represent, endorse, guarantee, or assume responsibility for Third Party Services. DIRECTV reserves the right in its sole discretion to restrict or deny access to any Third Party Services. DIRECTV shall have no liability to you arising out of, and is not responsible in any way for, your connection to, access to, or use (or misuse) of the any Third Party Services. DIRECTV is not responsible for any harm or losses arising from or relating to your connection to, access to, or use of any Third Party Services. For customer service, repairs, questions, and other support regarding Third Party Services, you should contact the provider of the Third Party Service.

8. DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY, IT AFFECTS YOUR RIGHTS.

8.1 Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 800.288.2020. In the unlikely event that DIRECTV's customer service department is unable to resolve a complaint you may have to your satisfaction (or if DIRECTV has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, DIRECTV will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from DIRECTV to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), DIRECTV will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what DIRECTV has offered you to settle the dispute.

8.2 Arbitration Agreement

- (1) DIRECTV and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and

• claims that may arise after the termination of this Agreement.

References to "DIRECTV," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Service(s), Equipment or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individualized action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and DIRECTV are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

- (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to DIRECTV should be addressed to: DIRECTV LLC, Consumer Arbitration Demand, P.O. Box 915, El Segundo, CA, 90245 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If DIRECTV and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or DIRECTV may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by DIRECTV or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or DIRECTV is entitled. You may download or copy a form Notice and a form to initiate arbitration at att.com/arbitration-forms
- (3) After you have commenced arbitration, DIRECTV will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, DIRECTV will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. If the AAA is unavailable, the parties shall agree to another arbitration provider or the court shall appoint a substitute. The AAA Rules are available online at adr.org, by calling the AAA at 800.778.7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless DIRECTV and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, DIRECTV will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse DIRECTV for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- (4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of DIRECTV's last written settlement offer made before an arbitrator was selected, then DIRECTV will:
- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness
 fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration
 ("the attorney premium").

If DIRECTV did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceedings and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws DIRECTV may have a right to an award of attorneys' fees and expenses if it prevails in arbitration, DIRECTV agrees that it will not seek such an award.
- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND DIRECTV AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and DIRECTV agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from arbitration and may be brought in court.
- (7) Notwithstanding any provision in this Agreement to the contrary, we agree that if DIRECTV makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

9. MISCELLANEOUS

- (a) <u>Notice</u>. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via internet to the e-mail address you provided us or sent via satellite to your receiver or delivered when a voice message is left at the telephone number on your account. Your notices to us will be deemed given when we receive them at the telephone number on the first page of this Agreement.
- (b) <u>Applicable Law.</u> The interpretation and enforcement of this Agreement and any disputes related to your agreements or service with DIRECTV shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to

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Terms of Service - Legal Policy Center - AT&T

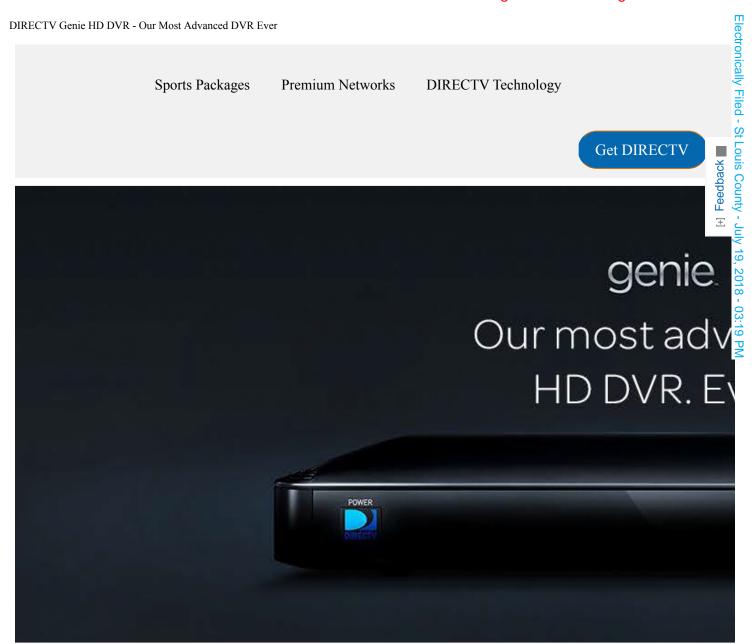
modification if required by such laws. Notwithstanding the foregoing, Section 8 shall be governed by the Federal Arbitration Act.

- (c) <u>Assignment of Account.</u> We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of DIRECTV's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.
- (d) Other. This Agreement, the Equipment Lease Agreement and Landlord Approval Form and any other lease, activation, programming or service commitment agreement that you entered into in connection with obtaining the Service or the Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable.
- (e) English Language. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

THANK YOU.

18SL-CC02821

Exhibit C



Power your whole home

With one Genie HD DVR, ¹ your whole family can enjoy their favorite shows in any room, on virtually any device. You can also record up to 5 shows at once, and store up to 200 hours of HD entertainment to watch later. Our all-included packages include monthly equipment fees for an HD DVR.





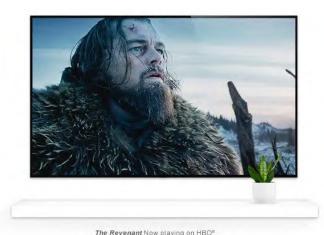


Your favorites on your schedule

Genie lets you watch select shows that have aired in the last 72 hours and restart live TV, so even if you're running late you'll never miss a scene.

Features available on select channels/programs.Internet-connected HD DVR (model HR20 or later) required.

Keep the shows. Lose the extra



equipment.

Genie Mini or Wireless Genie Mini lets you enjoy all your entertainment and full HD DVR in additional rooms without seeing extra equipment.2



Watch up to 8 channels on one channel

Mix Channels on DIRECTV bring you up to 8 sports broadcasts on one beautiful HD channel. You also get dedicated Mix Channels for NFL (with NFL SUNDAY TICKET) and golf and tennis majors.



Summon your teams on command

With the Genie Sports feature, you can find tune-in info for all your favorite sporting events in one location, at the press of a button.

DIRECTV Genie HD DVR - Our Most Advanced DVR Ever



Replace your remote

We've got everything you need to get a new Genie remote, so all you need to worry about is what you want to watch.



See multiple channels at once

Watch 2 channels on 1 screen with Picture-in-Picture to keep your eye on your favorite shows and sports at the same time. You can even watch them side by side.³

Shop DIRECTV

®

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ALL DIRECTV OFFERS REQUIRE 24-MO. AGREEMENT. ADD'L FEES APPLY. New approved residential customers only (equipment lease req'd). Credit card req'd (except MA & PA). Pro-rated ETF fees (up to \$480) and Equipment Non-Return fees apply.

GENIE HD DVR UPGRADE OFFER: Includes instant rebates on one Genie HD DVR and up to three Genie Minis. Req's SELECT Pkg or above; ÓPTIMO MÁS Pkg or above; or qual. int'l svc bundle with PREFERRED CHOICE. **\$99 fee applies for Wireless Genie Mini upgrade**. Whole-Home HD DVR functionality req's an HD DVR connected to one television and a Genie Mini, H25 HD Receiver(s) or a DIRECTV Ready TV/Device in each additional room. Limit of three remote viewings per HD DVR at a time. Visit directv.com/genie for complete details.

¹Additional equipment required. Additional & advanced receiver fees apply.

2Not available on primary television, which must be connected to Genie HD DVR. Actual range of wireless signal varies and may be affected by several factors including, but not limited to: home construction materials, obstructions, electromagnetic interference, and other environmental factors. Connections of Wireless Genie Mini to TV and power source are required. For residential use in a single household only.

³Picture-in-Picture is available only on the TV directly connected to the Genie HD DVR. Opt-in to Genie Recommends required. Icon displays when feature is available.

Ver en español

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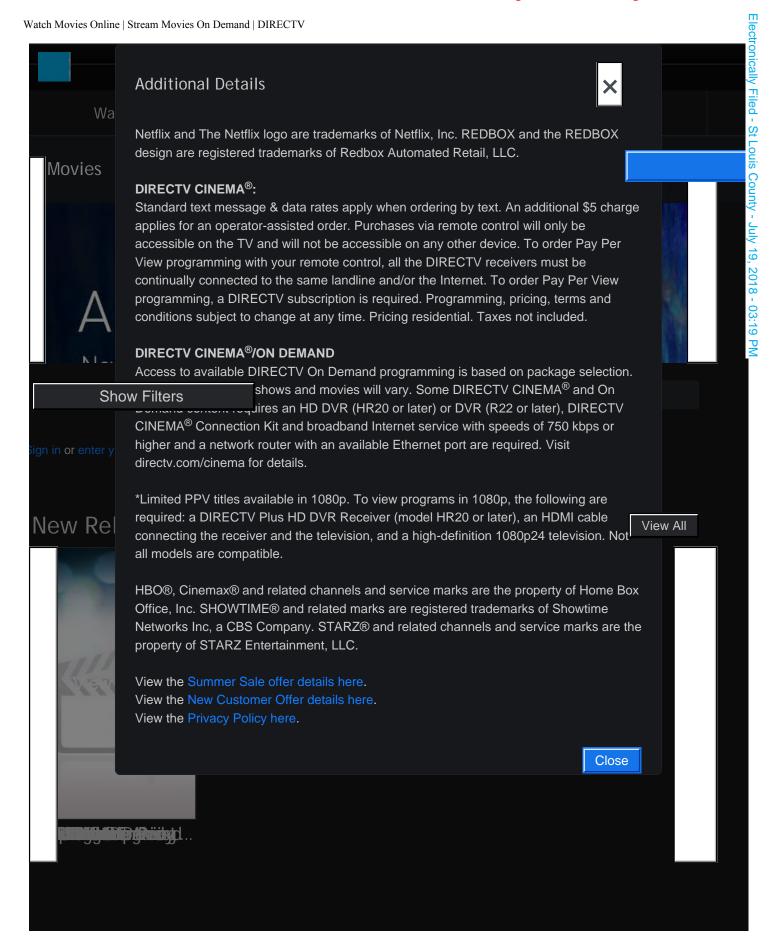
DIRECTV Genie HD DVR - Our Most Advanced DVR Ever

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DIRECTV Genie HD DVR - Our Most Advanced DVR Ever

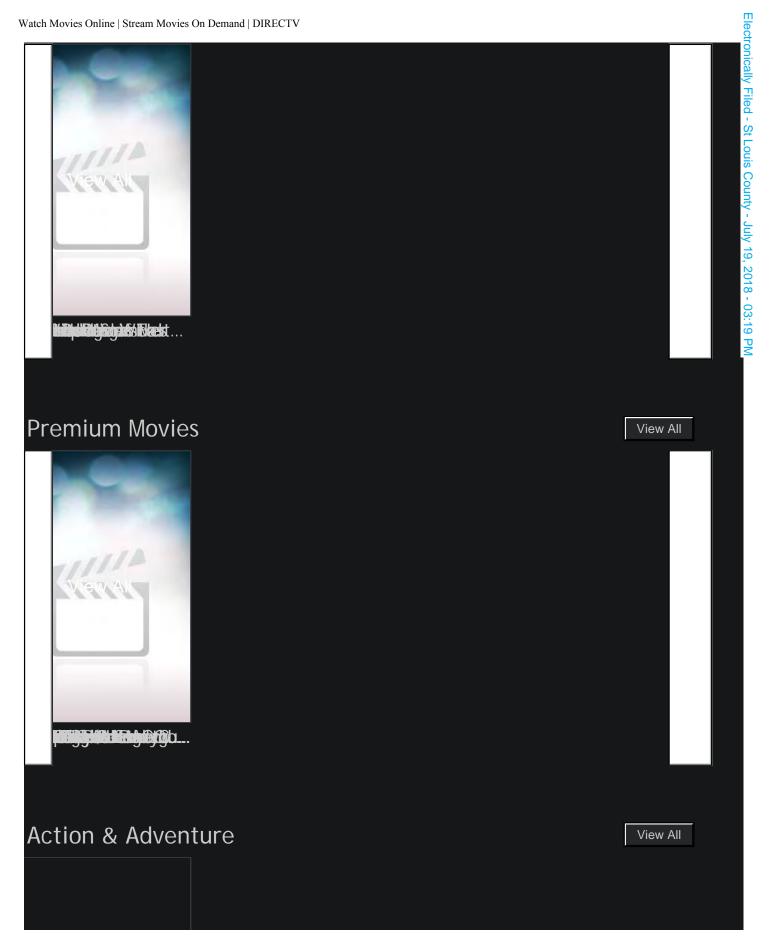
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Exhibit D

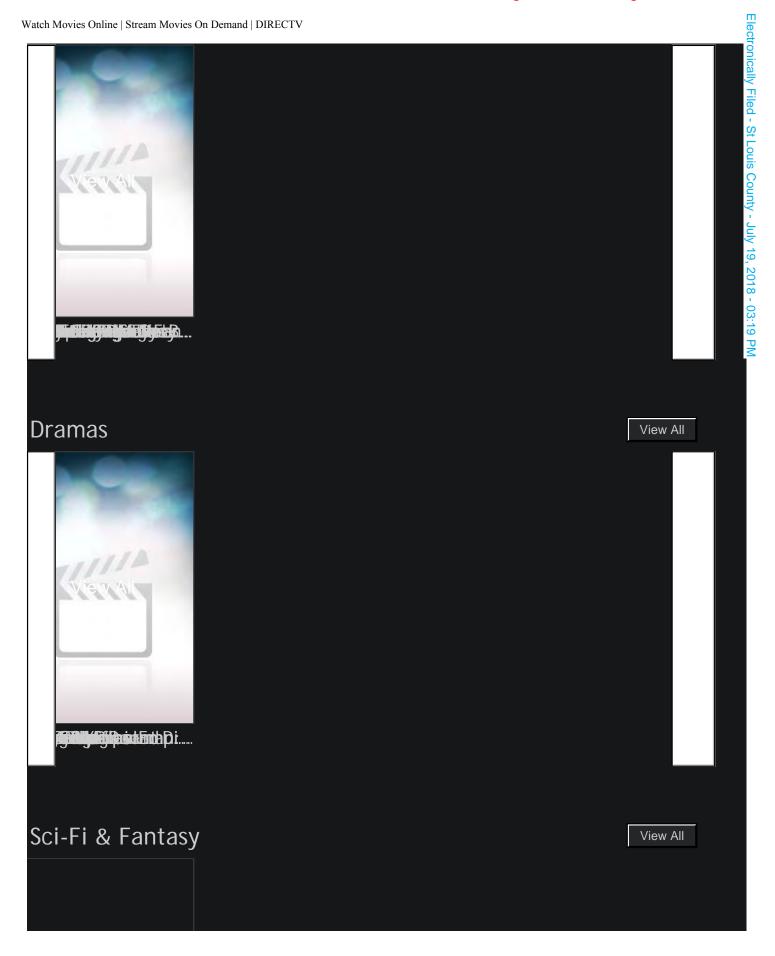


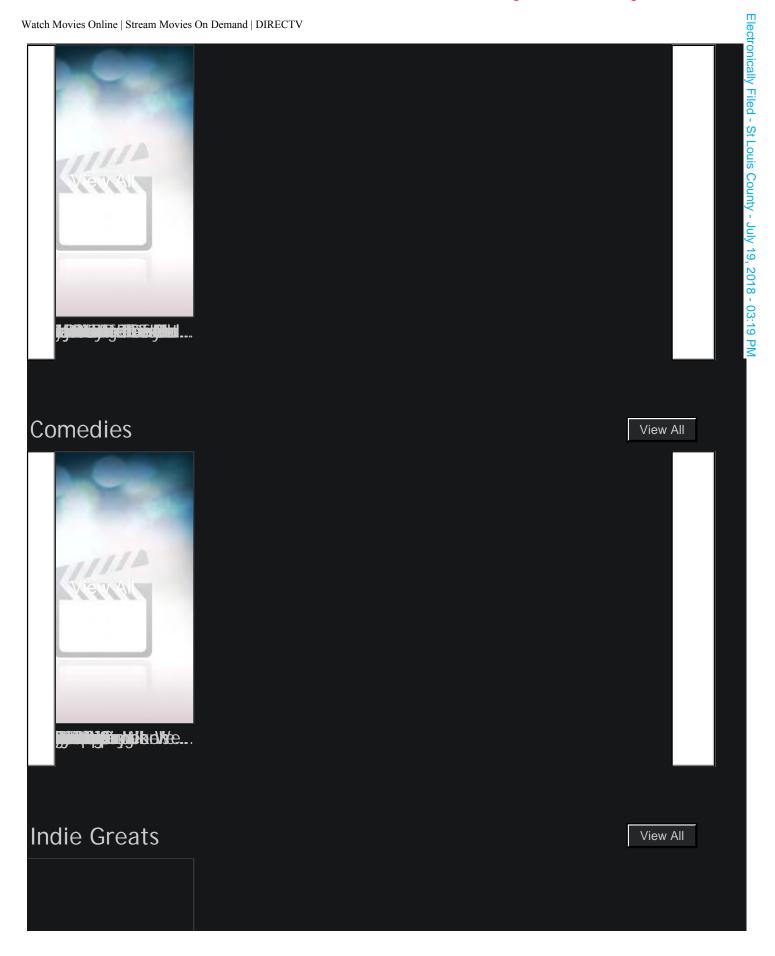
Electronically Filed - St Louis County - July 19, 2018 - 03:19 PM Watch Movies Online | Stream Movies On Demand | DIRECTV Summer Sale View All Free Movies View All Movies to Buy View All

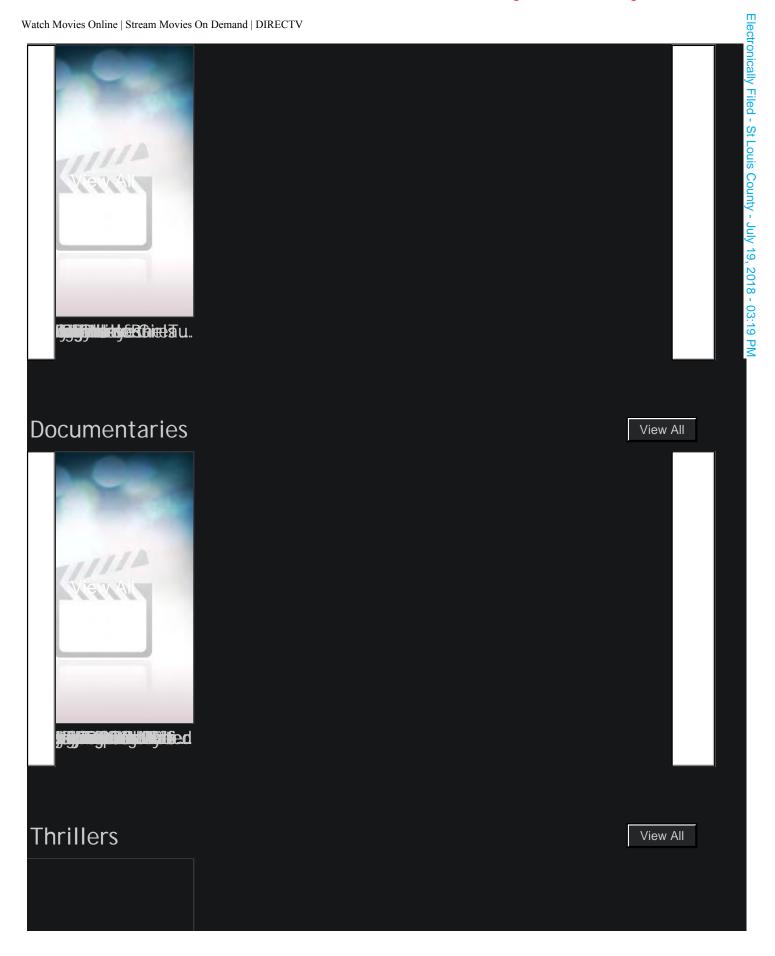
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Electronically Filed - St Louis County - July 19, 2018 - 03:19 PM Watch Movies Online | Stream Movies On Demand | DIRECTV Kids & Family View All Romance View All







Watch Movies Online | Stream Movies On Demand | DIRECTV **Hilli**ddie B.... AT&T THANKS® We're serving up 3 tasty offers from Corner Bakery Cafe. Learn more in the AT&T THANKS® app > **All Movies**



Hot Summer Nights



Shock and Awe



Escape Plan 2: Hades



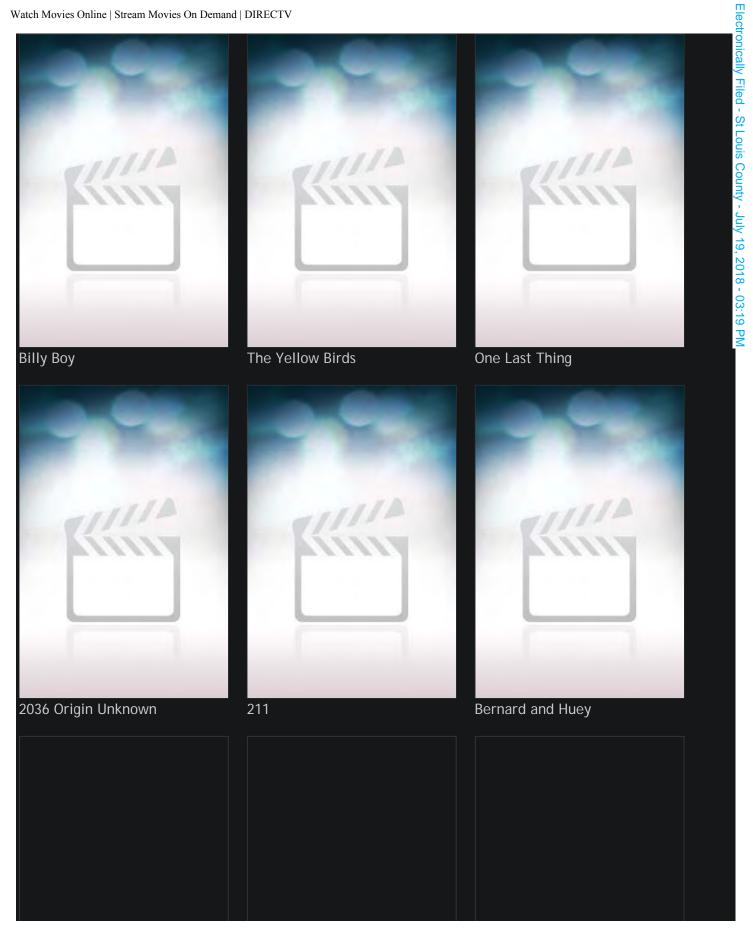
Woman Walks Ahead



Distorted



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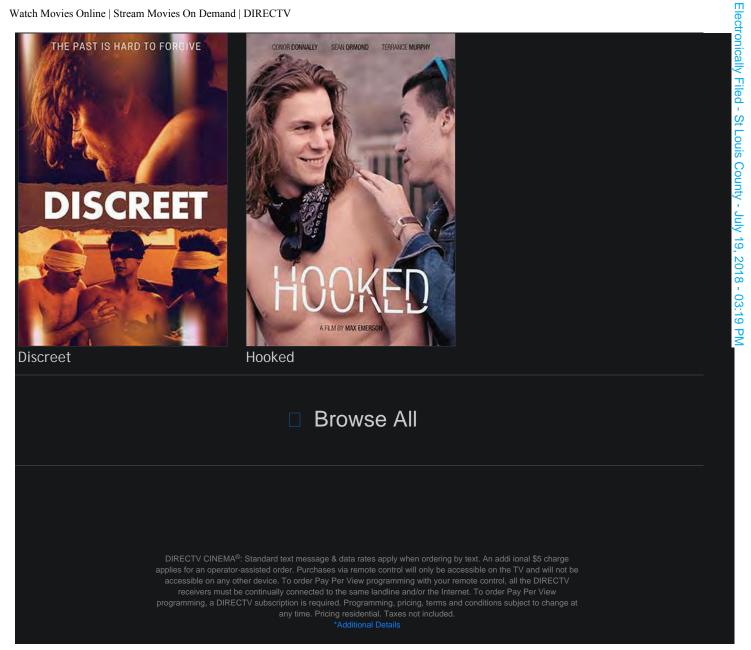
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A Kid Like Jake

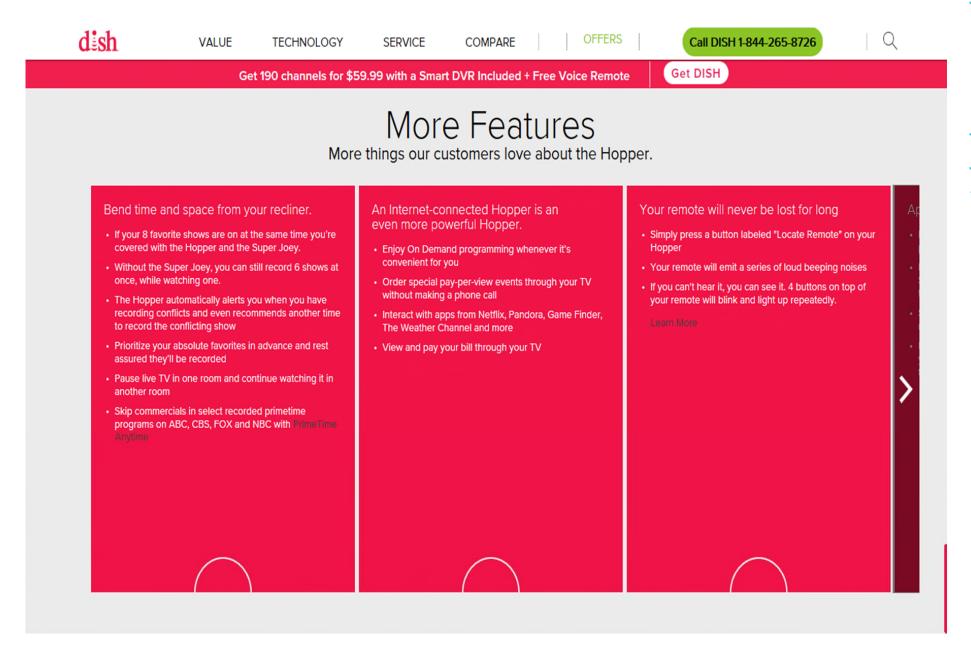
Watch Movies Online | Stream Movies On Demand | DIRECTV



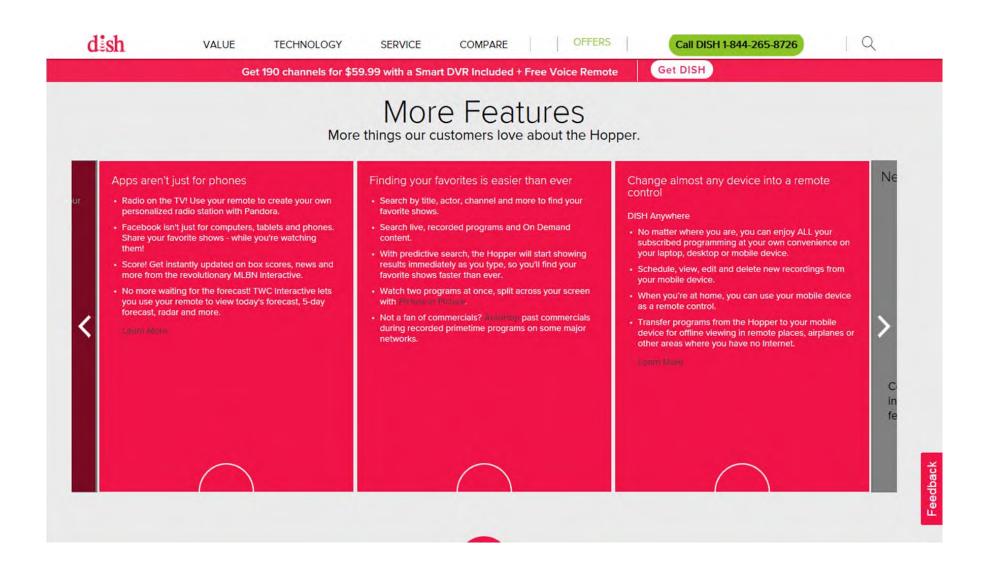
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Exhibit E

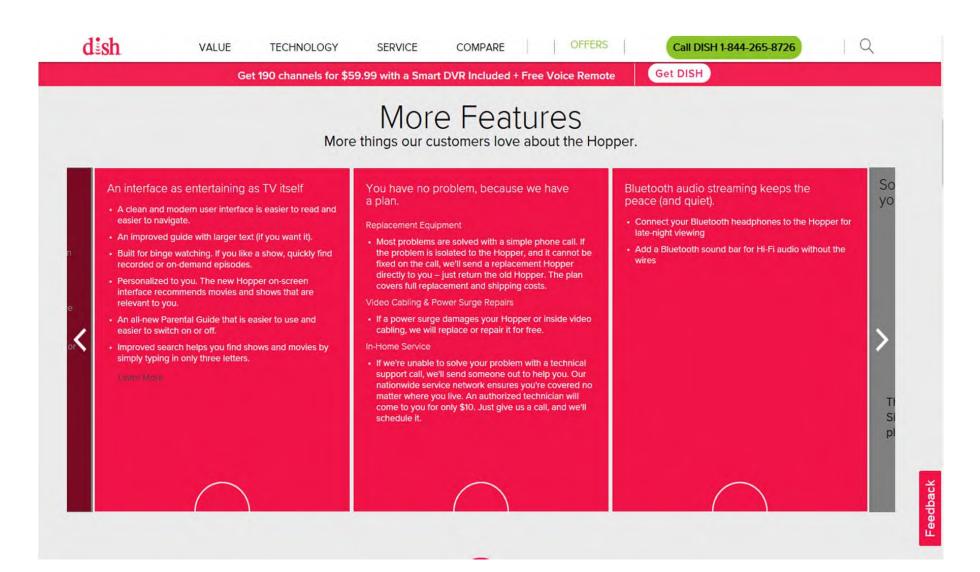
Screen Captures from 06/29/2018: http://www.dishanywhere.com/faqs



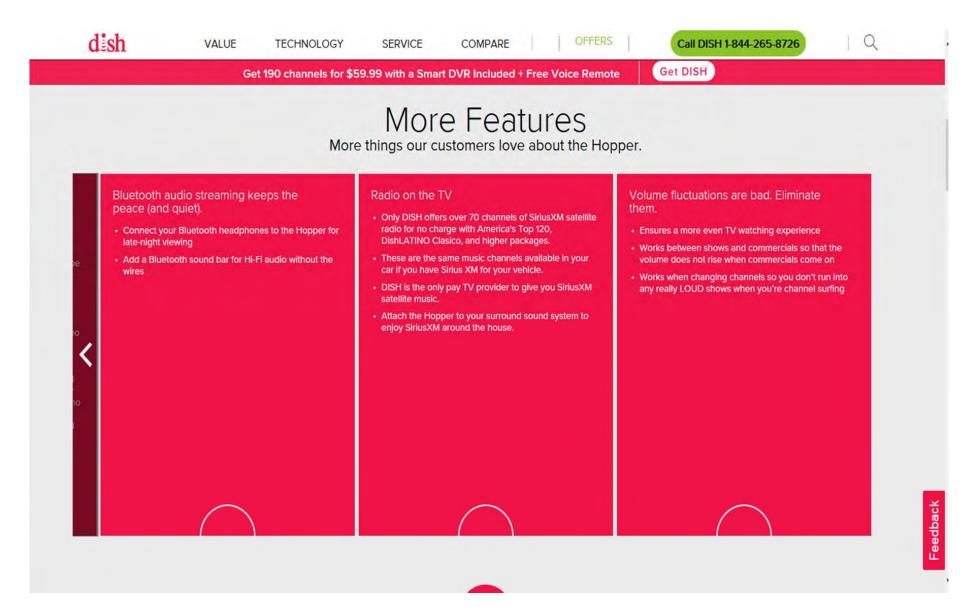
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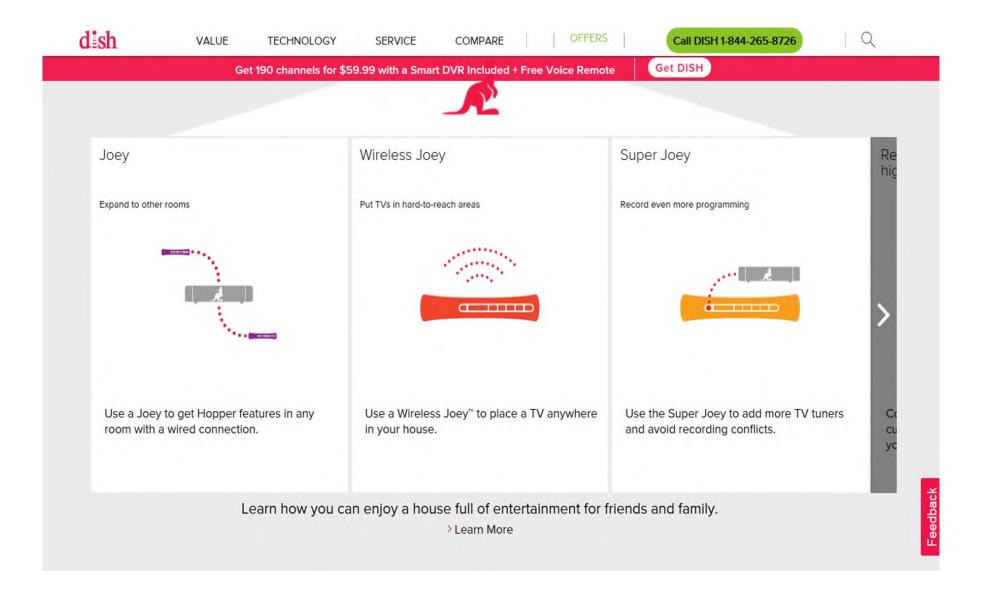
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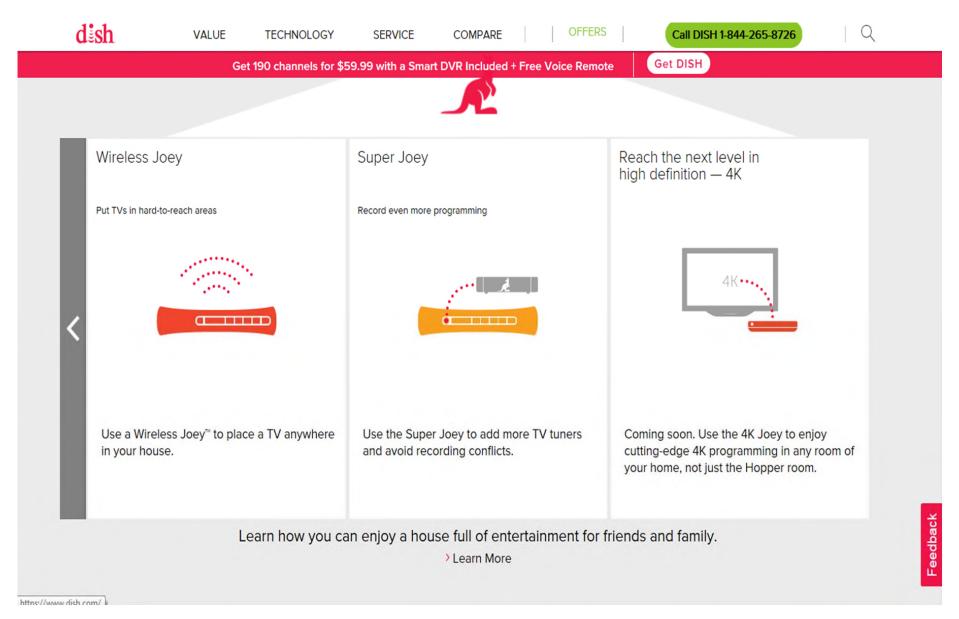
Screen Captures from 06/29/2018: http://www.dishanywhere.com/faqs



Screen Captures from 06/29/2018: http://www.dishanywhere.com/faqs



Screen Captures from 06/29/2018: http://www.dishanywhere.com/faqs



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Exhibit F

Get Connected | MyDISH | DISH Customer Support



Get Connected, Get More

Connect your equipment to the internet and get instant access to thousands of TV episodes and movies On Demand, mobile viewing using DISH Anywhere, and popular apps like Netflix – all for free!

Get Connected

Thousands of Shows and Movies On Demand



Thousands of Shows and Movies On Demand



Hopper Apps



See More Demand Content

Get access to popular apps now with your Hopper receiver! Enjoy more movies, shows, and original series with your Netflix app.
Listen to all your favorite music with Pandora. Find exciting sporting events with our own Game Finder app. Access customer support and view or pay your bill 24/7 from your remote.

Learn More About Netflix on DISH

Transform your computer, smartphone, or tablet into your TV and enjoy the comfort of home from anywhere! Only DISH lets you enjoy all your live channels, everything on your DVR, and thousands of On Demand titles to always keep you entertained.

Viewing DVR recordings requires an internet-connected, Sling-enabled DVR and compatible mobile device. On Demand title availability varies based on your programming subscription.

Learn More About DISH Anywhere dishanywhere.com

Exclusive On Demand Movies



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Connecting a Hopper 3 or Hopper with Sling

- If you have wireless internet, getting connected is simple and requires no wires. Click the link below for step-by-step instructions, select your remote, and expand "Using Wi-Fi with Internal Wireless."
- If your internet router is next to your Hopper receiver, then all you have to do is plug in an Ethernet cord. For step-bystep instructions select your remote, and expand "Using Ethernet Cable."

Step-by-step instructions

Connecting a Hopper

- If your internet router is next to your Hopper receiver, then all you have to do is plug in an Ethernet cord. Click the link below for step-by-step instructions, select your remote, and expand "Using Ethernet Cable."
- If your internet router is not close to your Hopper receiver but you have wireless internet, getting connected with a Wireless Adapter is simple and requires no wires. Order a Wireless Adapter (WiFi BB Connector)

Step-by-step instructions

Connecting Other HD DVRs

- If your internet router is next to your HD DVR, then all you have to do is plug in an Ethernet cord.
- If your internet router is not close to your HD DVR, but you have wireless Internet, getting connected with a Wireless Adapter is simple and requires no wires. Order a Wireless Adapter (WiFi BB Connector)

Step-by-step instructions

HBO® and related channels and service marks are the property of Home Box Office, Inc. Cinemax® and related channels and service marks are the property of Home Box Office, Inc. SHOWTIME and related marks are trademarks of Showtime Networks Inc., a CBS Company. Programming subject to change. STARZ® and related channels and service marks are the property of Starz Entertainment, LLC. Visit starz.com and encoretv.com for airdates/times. Netflix streaming membership required. Netflix is available in select countries. Streaming membership required. More information at www.netflix.com. Offer available to new members and limited to one free trial per household. Broadband Internet and device that streams from Netflix required. HD availability subject to your Internet service and device capabilities. Not all content available in HD. © 1997-2017 Netflix, Inc.



At DISH, we want to hear what you have to say!

Leave Feedback

Contact Us | Support | dishLATINO | DISH Media Sales | Business Owners | Accessibility

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18SL-CC02821

Exhibit G



Guide DVR Shows Movies Sports Networks My Purchases



Find Movies, Shows, Celebs, Teams...

FREQUENTLY ASKED QUESTIONS

OVERVIEW

» What is DISH Anywhere?

DISH Anywhere is an online video site that allows you to instantly watch thousands of TV shows, movies, and clips on your computer – **all for free!**

DISH customers can log in to unlock even more content from the networks they subscribe to at home, including HBO, Starz, TNT, and more.

Plus, DISH customers can enjoy these advanced features:

- Program your DISH DVR from anywhere
 - Whether on your couch or away from home, DISH Anywhere is the easiest way to search for programs and schedule recordings of your favorite shows all from your computer.
- Your TV on Your Computer

Take your home TV with you wherever you go. With the award-winning Hopper With Sling DVR or the Sling® Adapter, you can watch all of your live and recorded TV on DISH Anywhere – all your channels, everything on your DVR.

» Do I need to pay to use DISH Anywhere?

No! DISH Anywhere offers thousands of TV shows and movies available for free to all. DISH customers can log in with their DISH user ID and password to access even more:

- Unlock premium content from networks you already subscribe to at home through your DISH service.
- Search the guide and schedule DVR recordings all online.
- » What will I need to access the advanced features of DISH Anywhere?

To Unlock Premium Content:

You must be a DISH customer and log in with your DISH user ID and password. The networks you subscribe to at home will then "unlock" giving you access to watch them online.

To Schedule DVR Recordings:

You must have a DVR on your DISH account. Once you log in with your DISH user ID and password, ensure your DVR is selected in the upper right corner.

To Watch My Live TV and DVR Recordings:

You must have a Sling-enabled DVR - either the Hopper With Sling, ViP SlingLoaded 922 or a ViP 722 or 722k with a Sling Adapter. This DVR must also be connected to the Internet. Once you log in with your DISH user ID and

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If you do not have a DISH user ID or are not subscribed to DISH services go to www.dish.com to set these up today!

Once you have completed this process you can log in to DISH Anywhere and enjoy premium content and features.

GETTING STARTED

» How do I log in to DISH Anywhere?

Simply click "Log in" at the top of the page and enter your DISH user ID and password. This is the same ID and password you would use to log into www.dish.com

If you are a DISH subscriber, but do not have a user ID and password, you can register your account online by entering your account details here

If you are not a DISH subscriber, we invite you to go to www.dish.com and see what you're missing out on. Remember, while everyone can use DISH Anywhere, only DISH subscribers can get access to the premium content and advanced features.

» How do I set parental controls on the site?

Once you are logged in on DISH Anywhere, click "My Account" at the top of the page near the DISH Anywhere logo.

On the My Account page, click "Parental Control Settings".

Select the movie and show ratings that you wish to block. You will need to create a passcode to save the changes. Remember your passcode as you will be asked to enter it every time you select a title to watch that exceeds the rating you have allowed. You will also need to enter this passcode to make any future changes to the Parental Control settings.

Note: Setting Parental Controls does not hide the content on the site, but the content will only play when you enter your passcode successfully.

WATCHING CONTENT

» What On Demand content is available on DISH Anywhere?

DISH Anywhere features over 20,000 full-length TV shows and movies from over 150 of the top networks including ABC, CBS, Bravo, and many more. Plus, we offer thousands of clips created especially for the Web.

DISH customers can log in to watch even more content from the networks they already subscribe to through their home DISH account – including HBO, Starz, A&E, TNT, TBS, and more.

To see the Networks available to you, click "Networks" under On Demand in the main menu.

» How do I find my favorite TV shows or movies?

If you have something specific in mind, use the Search feature in the upper right corner. Type in the show, movie, actor, or keyword, and view the results of the available content on DISH Anywhere.

» Can I download videos from DISH Anywhere?

DISH Anywhere currently does not support video downloads to your PC.

» Why can't I find a video that I previously watched on DISH Anywhere?

If you are receiving a message stating that a video is not found or is no longer available, it is likely because the video has expired.

As much as we'd love to keep all our videos available all the time, content providers will sometimes limit the length of time a video is available or ask us to expire a video. We will do our best to provide you with information on availability and warn you when a video is set to expire.

» Why are some episodes of shows not available?

The TV shows on DISH Anywhere are provided under licensing rules that can limit the number of episodes we can serve online and the length of time they are available on our site. If you can't find the episode you want, it might have expired; it's also possible that we have not yet made it available on the website.

» Why can't I view the content on DISH Anywhere outside of the United States?

Due to copyright restrictions, the online videos on DISH Anywhere are currently available only to users within the United States and it's territories. We would love to make our content available internationally and are working with our content providers to relax these restrictions.

While outside of the U.S., DISH customers with a DISH DVR can use DISH Anywhere to access their DVRs and schedule recordings.

» Why can't I view the content on DISH Anywhere on my mobile phone or tablet?

Dishanywhere.com is not optimized for mobile devices. Please download the free DISH Anywhere app for iPhone, iPad, Android and Kindle Fire HDX devices which supports live TV and DVR content viewing if you have a Slingenabled DVR. Even if you don't have a Slingenabled DVR you can still watch On Demand content, browse the program guide, schedule DVR recordings, and manage your DVR library.

» Where can I view My Purchased Content?

You will always be able to watch your purchased content on DISH Anywhere in the *My Purchases* section. Purchased content will also be available in *Video On Demand* on your DISH receiver. You can view your *Movies & Shows Purchase History* at mydish.com.

Please download the free DISH Anywhere app for iPhone, iPad, Android and Kindle Fire HDX devices.

HOW TOs

» How do I schedule DVR recordings on DISH Anywhere?

» How do I edit or delete my DVR recordings?

To view your DVR recordings, select "My Recordings" under DVR in the main menu. Find the recording you wish to delete and click the "x" button to the right of the title. For TV series recordings, you can either delete all, or delete individual episodes.

To edit your DVR timers, select "My Timers" under DVR in the main menu. Find the timer you wish to edit, then click "Timer Options" next to the title. A pop-up will appear that will allow you to adjust the timer settings. You may also delete the timer by clicking the "x" button to the right of the title.

Note: If you have multiple receivers, please ensure you have the correct DVR selected. The receiver selected can be seen in the upper right corner of the page. Click on the down arrow next to the receiver image to display all of the receivers associated with your DISH account. Select the one you wish to use from this list.

» How do I watch my Live TV and DVR recordings?

You must have a Sling-enabled DVR - either the Hopper With Sling, ViP SlingLoaded 922, ViP 722 or 722k with a Sling Adapter. This DVR must also be connected to the Internet. Once you log in with your DISH user ID and password, ensure your Sling-enabled DVR is selected in the upper right corner.

To watch Live TV, select "Live TV" in the main menu. A live stream of your home TV will begin playing. Use the controls on the player to change channels. You can also select "Guide" from the main menu. Click on a show title that is currently airing. A pop-up will appear. Select "Watch Online" to begin playing.

To watch DVR recordings, select "My Recordings" under DVR in the main menu. Find the recording you wish to watch and select the play button next to the title.

» How do I connect my DISH DVR to the Internet?

For detailed instructions, please visit www.mydish.com/support/getconnected

TROUBLESHOOTING

» How do I resolve log in issues?

If you are having trouble logging in, please try the following steps:

- 1. Check to make sure you have registered your DISH account and have created a DISH user ID and password.
- 2. Verify you are entering both your ID and password correctly. Bear in mind that the password is case sensitive.
- 3. If you are still experiencing difficulties logging in, please get in touch with one of our chat agents by clicking on the "Chat Support" button at the top of the page. Chat agents are available from 7 AM to 2 AM EST.
- » What are the DISH Anywhere system requirements?

Network and Bandwidth

We recommend a upstream and downstream bandwidth of 3Mbps or higher for the smoothest playback experience.

You can test your bandwidth here. To initiate the speed test, select an icon on the map that is closest to your

geographic location and click "Begin Test". Once complete, your downstream bandwidth is displayed in the DOWNLOAD box.

Operating System

Microsoft Windows 7 or above

Macintosh OS X 10.9 or above

Recommended Browsers

We actively support the last two production versions of the following browsers:

Google Chrome

Mozilla Firefox

Microsoft Internet Explorer

Microsoft Edge

Apple Safari

JavaScript and cookies must also be enabled.

Plug-ins

Adobe Flash Player 11.0 or above.

» Why am I having problems watching online video on my computer?

A video is not playing for me. Why might this be?

1. Your browser may not be supported. Make sure you are using one of the recommended browsers. These include:

Google Chrome

Mozilla Firefox

Microsoft Internet Explorer

Microsoft Edge

Apple Safari

- 2. Your Flash plug-in might not be up-to-date. You will need Adobe Flash Player 11.0 or above. Download it here.
- 3. Are you viewing from outside the United States? Currently, the online videos on DISH Anywhere are only available to users within the United States due to copyright restrictions. We would love to make our content available internationally, and are working with our content providers to ease these restrictions.

I'm experiencing problems with my audio.

Here are some troubleshooting tips:

- 1. Verify that your player is not muted by clicking the speaker icon.
- 2. Verify that your computer speaker volumes and settings are correctly set.
- 3. Verify that other media speakers such as Windows Media Player or QuickTime can output audio. Then restart the browser and try watching DISH Anywhere videos again.

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DISH Anywhere - Showcase

Watchlist

FAQs

- Chat Support^{NEW}
- Terms of Use
- Privacy Policy
- Get DISH
- Pay My Bill

18SL-CC02821

Registered Agents to be Served

DIRECTV, LLC

Registered Agent: CT Corporation System 120 Couth Central Ave. Clayton, MO 63105

DISH Network Corp.

Registered Agent: Timothy Allen Messner 9601 S. Meridian Blvd. Englewood, CO 80112

DISH Network L.L.C.

Registered Agent: Timothy Allen Messner 9601 S. Meridian Blved. Englewood, CO 80112



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division:	Case Number: 18SL-CC02821	
JOSEPH L. WALSH III		
Plaintiff/Petitioner:	Plaintiff's/Petitioner's Attorney/Address:	
CITY OF CREVE COEUR, MISSOURI	JOHN WARNER HOFFMANN	
	SUITE 3600	
	505 N 7TH ST	
V	S. SAINT LOUIS, MO 63101	
Defendant/Respondent:	Court Address:	
DIRECTV, LLC	ST LOUIS COUNTY COURT BUILDING	
Nature of Suit:	105 SOUTH CENTRAL AVENUE	
CC Declaratory Judgment	CLAYTON, MO 63105	(Date File Stamp)
, ,	nal Service Outside the State of Mis	
	Except Attachment Action)	,50 u 11
The State of Missouri to: DISH NETWORK COR		
Alias:	1	
	MOTHY ALLEN MESSNER	
	MERIDIAN BLVD EWOOD, CO 80112	
You are summoned t	o appear before this court and to file your pleading to the p	petition conv of which is attached
	our pleading upon the attorney for the Plaintiff/Petitioner at	
days after service of this	summons upon you, exclusive of the day of service. If you	u fail to file your pleading,
judgment by default will	be taken against you for the relief demanded in this action	I.
<u>24-JUL-2018</u>	- Joan his	Dolang
Date	Cle /Cle	rk
Further Information: ST. LOUIS COUNTY JJ		
	er's or Server's Affidavit of Service	
I certify that:		
1. I am authorized to serve process in civil actions	within the state or territory where the above summons was	served.
2. My official title is	of County,	(state).
3. I have served the above summons by: (check on	opy of the petition to the Defendant/Respondent.	
leaving a copy of the summons and a cop	y of the petition at the dwelling place or usual abode of the	Defendant/Respondent with
icaving a copy of the summons and a cop	, a person of the Defendant's/Respondent's family over the	e age of 15 years
	copy of the summons and a copy of the petition to	ouge of the years.
	(name)	(title).
other (describe)		
Served at	(state), on(date) a	(address)
in County,	(state), on (date) a	ıt (time).
Printed Name of Sheriff or Server	Signature of Sheriff or S	erver
Subsouthed and Swarm	To me before this (day)	month) (voon)

the clerk of the court of which affiant is an officer.

miles @ \$ per mile)

See the following page for directions to clerk and to officer making return on service of summons.

(use for out-of-state officer)

the judge of the court of which affiant is an officer.

authorized to administer oaths. (use for court-appointed server)

authorized to administer oaths in the state in which the affiant served the above summons.

Signature and Title

(Seal)

Summons Non Est

Mileage **Total**

Service Fees, if applicable

I am: (check one)

Directions to Clerk

Personal service outside the State of Missouri is permitted only upon certain conditions set forth in Rule 54. The clerk should insert in the summons the names of only the Defendant/Respondent or Defendants/Respondents who are to be personally served by the officer to whom the summons is delivered. The summons should be signed by the clerk or deputy clerk under the seal of the court and a copy of the summons and a copy of the petition for each Defendant/Respondent should be mailed along with the original summons to the officer who is to make service. The copy of the summons may be a carbon or other copy and should be signed and sealed in the same manner as the original but it is unnecessary to certify that the copy is a true copy. The copy of the motion may be a carbon or other copy and should be securely attached to the copy of the summons but need not be certified a true copy. If the Plaintiff's/Petitioner has no attorney, the Plaintiff's/Petitioner's address and telephone number should be stated in the appropriate square on the summons. This form is not for use in attachment actions. (See Rule 54.06, 54.07 and 54.14)

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than 30 days from the date the Defendant/Respondent is to appear in court. The return should be made promptly and in any event so that it will reach the Missouri Court within 30 days after service.

OSCA (7-04) SM60 For Court Use Only: Document ID# 18-SMOS-781

2 of 2 (18SL-CC02821)



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

* Notices*		_
Judge or Division:	Case Number: 18SL-CC02821	
JOSEPH L. WALSH III		
Plaintiff/Petitioner:	Plaintiff's/Petitioner's Attorney/Address:	
CITY OF CREVE COEUR, MISSOURI	JOHN WARNER HOFFMANN	
	SUITE 3600	
	505 N 7TH ST	
VS.	SAINT LOUIS, MO 63101	
Defendant/Respondent:	Court Address:	
DIRECTV, LLC	ST LOUIS COUNTY COURT BUILDING	
Nature of Suit:	105 SOUTH CENTRAL AVENUE	
CC Declaratory Judgment	CLAYTON, MO 63105	(Date File Stamp)
Summons for Person	al Service Outside the State of Misson	uri
(Ex	cept Attachment Action)	
	·	

S	ummons for Persons	al Service Outsi	de the State of	Missouri	
	(Ex	cept Attachment A	Action)		
The State of Missouri to	o: DISH NETWORK LLC				
	Alias:				
		OTHY ALLEN MESSNER CRIDIAN BLVD			
		OOD, CO 80112			
COUNTRALLOR		ppear before this court an	d to file your pleading to	the petition, copy	of which is attached,
COURT SEAL OF	and to serve a copy of your	pleading upon the attorne	y for the Plaintiff/Petition	oner at the above add	dress all within 30
COURT OF THE PARTY	days after service of this sur	mmons upon you, exclusi	ve of the day of service.	If you fail to file yo	our pleading,
	judgment by default will be	taken against you for the	relief demanded in this	action.	
	24-JUL-2018		- Loss	19. Dolmay	
MSSSOURI CONTRACTOR OF THE PARTY OF THE PART	Date			Clerk	
ST. LOUIS COUNTY	Further Information: JJ				
SI. LOUIS COUNTI		s or Server's Affidavit	t of Service		
I certify that:					
1. I am authorized to	serve process in civil actions wit	hin the state or territory w	where the above summon	s was served.	
2. My official title is	bove summons by: (check one)	of	Co	ounty,	(state).
	copy of the summons and a copy				1
leaving a co	opy of the summons and a copy o, a, a				
(for service	on a corporation) delivering a co	ony of the summons and a	copy of the petition to	ver the age of 13 ye	ars.
(for service		(name)			(title).
other (descr	ribe)	(name)			(www).
Served at	, <u> </u>				(address)
in	County,	(state), on _	(date) at	(time).
Printed N	ame of Sheriff or Server		Signature of Sheri	ff or Sarvar	
Timediv			•		
	Subscribed and Sworn To			(month)	(year)
	` =	e clerk of the court of wh			
	_	e judge of the court of wh		41 4 41.	1
(Seal)		thorized to administer oa use for out-of-state officer		the amant served th	e above summons.
		thorized to administer oat	,	nted server)	
		winding a to waiting out	ans. (use for court upper		
			Signat	ure and Title	
Service Fees, if applical	ble				
Summons \$					
Non Est \$		miles @ \$p	oar mila)		
Mileage \$ Total \$	(nmes @ \$p	er mine)		
1 σται ψ	See the following page for direction	ons to clerk and to officer m	naking return on service o	f summons.	
	Francisco Programme Progra				

Directions to Clerk

Personal service outside the State of Missouri is permitted only upon certain conditions set forth in Rule 54. The clerk should insert in the summons the names of only the Defendant/Respondent or Defendants/Respondents who are to be personally served by the officer to whom the summons is delivered. The summons should be signed by the clerk or deputy clerk under the seal of the court and a copy of the summons and a copy of the petition for each Defendant/Respondent should be mailed along with the original summons to the officer who is to make service. The copy of the summons may be a carbon or other copy and should be signed and sealed in the same manner as the original but it is unnecessary to certify that the copy is a true copy. The copy of the motion may be a carbon or other copy and should be securely attached to the copy of the summons but need not be certified a true copy. If the Plaintiff's/Petitioner has no attorney, the Plaintiff's/Petitioner's address and telephone number should be stated in the appropriate square on the summons. This form is not for use in attachment actions. (See Rule 54.06, 54.07 and 54.14)

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than 30 days from the date the Defendant/Respondent is to appear in court. The return should be made promptly and in any event so that it will reach the Missouri Court within 30 days after service.

OSCA (7-04) SM60 For Court Use Only: Document ID# 18-SMOS-782

2 of 2 (18SL-CC02821)

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS STATE OF MISSOURI

CITY OF CREVE COEUR, MISSOURI, on behalf of itself and all others similarly situated,)		
D1-1-4:00)		
Plaintiff,)	Cause No.	18SL-CC02821
v.)	Cause No.	165L-CC02621
· ·	1	Division No.	17
DIRECTV, LLC, DISH NETWORK	í	211,000	
CORP., and DISH NETWORK L.L.C.,)		
)		
)		
Defendants.)		

ENTRY OF APPEARANCE

COMES NOW John F. Mulligan, Jr. and enters his appearance on behalf of the Plaintiff.

/s/ John F. Mulligan, Jr.
John F. Mulligan, Jr. #34431
101 S. Hanley Road, Suite 1280
Clayton, MO 63105
(314) 725-1135
(314) 727-9071 fax
jfmulliganjr@aol.com
Attorney for the Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served this 25th day of July, 2018, via the Court's electronic filing system.

/s/ John F. Mulligan, Jr.		
John F. Mulligan, Jr.	#34431	

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY

CITY OF CREVE COEUR, Plaintiff, Plaintiff, Defendant. STATE OF MISSOURI Cause No. 18SL-CC02821 Defendant.

ENTRY OF APPEARANCE

COME NOW Carl J. Lumley and Curtis, Heinz, Garrett & O'Keefe, P.C., and hereby enter their appearance on behalf of Plaintiff, City of Creve Coeur, in connection with the above-styled proceeding.

CURTIS, HEMZ, GARRETT & O'KEEFE, P.C.

By:

CARL J. LUMLEY, #32896
Attorneys for The City of Creve Coeur
130 S. Bemiston, Suite 200
St. Louis, MO 63105
(314) 725-8788
(314) 725-8789 fax
clumley@chgolaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served via the Court's electronic filing system this 2 day of July, 2018.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

CITY OF CREVE COEUR,)	
MISSOURI, on behalf of themselves)	
and all others similarly situated,)	
•)	
Plaintiffs,)	Case No.: 18SL-CC02821
)	
VS.)	Div. 36
)	
DIRECTV, LLC, DISHNETWORK CORP.,)	
and DISHNETWORK, L.L.C.)	
)	
Defendants.)	

ENTRY OF APPEARANCE

COMES NOW Garrett R. Broshuis of Korein Tillery, LLC, and hereby enters his appearance on behalf of Plaintiffs in this matter.

July 25, 2018

Respectfully submitted,

By: /s/ Garrett R. Broshuis

John W. Hoffman, #41484 Douglas R. Sprong, #39585 Garrett R. Broshuis, # 65805 KOREIN TILLERY, LLC 505 N. 7th Street, Suite 3600 St. Louis, MO 63101 Telephone: (314) 241-4844 Facsimile: (314) 241-1854

John F. Mulligan, Jr., #34431 101 South Hanley, Suite 1280 Clayton, MO 63105 (314) 725-1135 (Phone) (314) 727-9071 (Fax)

Howard Paperner, P.C. #23488 9322 Manchester Road St. Louis, MO 63119 (314) 961-0097 (Phone) (314) 961-0667 (Fax) Carl J. Lumley, #32869 Curtis, Heinz, Garrett & O'Keefe, P.C. 130 S. Bemiston, Ste. 200 Clayton, MO 63105 Tel. (314) 725-8788 Fax. (314) 725-8789

Elkin L. Kistner, #35287 Bick & Kistner PC 101 South Hanley, Ste. 1280 Clayton, MO 63105 Tel. (314) 727-0777 Fax. (314) 727-9071

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served on the 25th day of July, 2018, via the Court's electronic filing system.

/s/ Garrett R. Broshuis

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS STATE OF MISSOURI

CITY OF CREVE COEUR, MISSOURI, on behalf of itself and all others similarly situated,)		
Plaintiff,)		
)	Cause No.	18SL-CC02821
ν,)		
)	Division No.	17
DIRECTV, LLC, DISH NETWORK)		
CORP., and DISH NETWORK L.L.C.,)		
)		
)		
Defendants.)		

ENTRY OF APPEARANCE

COME NOW Elkin L. Kistner, Peter M. Hamilton, Sean M. Elam, Joseph H. Neill, and

Bick & Kistner, P.C., and enter their appearance for Plaintiff.

BICK & KISTNER, P.C.

#35287
#32585
#56112
#69250
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ner.com
com
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served this 26th day of July, 2018 via electronic mail through the Court's electronic filing system to all attorneys of record.

/s/	Elkin	L.	Kistner	
-----	-------	----	---------	--

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

CITY OF CREVE COEUR,)	
MISSOURI, on behalf of itself)	
and all others similarly situated,)	
)	
Plaintiffs,)	Case No.: 18SL-CC02821
)	
VS.)	Div. 17
)	
DIRECTV, LLC, DISHNETWORK CORP.,)	
and DISHNETWORK, L.L.C.)	
)	
Defendants.)	

NOTICE OF FILING

PLEASE TAKE NOTICE that on July19, 2018, Plaintiffs electronically filed a petition for declaratory judgment and other refief in the above matter. We ask the Court to issue summons to the DirecTV, LLC entity; Sheriff's fee to be paid with this notice of filing.

July 26, 2018 Respectfully submitted,

By: /s/ John W. Hoffman John W. Hoffman, #41484 Garrett R. Broshuis, # 65805 KOREIN TILLERY, LLC 505 N. 7th Street, Suite 3600 St. Louis, MO 63101 Telephone: (314) 241-4844 Facsimile: (314) 241-1854

John F. Mulligan, Jr., #34431 101 South Hanley, Suite 1280 Clayton, MO 63105 (314) 725-1135 (Phone) (314) 727-9071 (Fax) Howard Paperner, P.C. #23488 9322 Manchester Road St. Louis, MO 63119 (314) 961-0097 (Phone) (314) 961-0667 (Fax)

Carl J. Lumley, #32869 Curtis, Heinz, Garrett & O'Keefe, P.C. 130 S. Bemiston, Ste. 200 Clayton, MO 63105 Tel. (314) 725-8788 Fax. (314) 725-8789

Elkin L. Kistner, #35287 Bick & Kistner PC 101 South Hanley, Ste. 1280 Clayton, MO 63105 Tel. (314) 727-0777 Fax. (314) 727-9071

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served on the 26^{th} day of July, 2018, via the Court's electronic filing system.

/s/ John W. Hoffman



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: JOSEPH L. WALSH III	Case Number: 18SL-CC02821	
Plaintiff/Petitioner: CITY OF CREVE COEUR, MISSOURI	Plaintiff's/Petitioner's Attorney/Address JOHN WARNER HOFFMANN SUITE 3600 505 N 7TH ST SAINT LOUIS, MO 63101	
Defendant/Respondent: DIRECTV, LLC	Court Address: ST LOUIS COUNTY COURT BUILDING	
Nature of Suit: CC Declaratory Judgment	105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	(Date File Stamp)

C Declaratory Judgment			(Date File Stamp)
	Summons in Civil	Case	
The State of Missour	i to: DIRECTV, LLC Alias: R/A: CT CORPORATION SYSTEM 120 SOUTH CENTRAL AVE CLAYTON, MO 63105		
ST. LOUIS COUNTY	You are summoned to appear before this couwhich is attached, and to serve a copy of your ple above address all within 30 days after receiving the your pleading, judgment by default may be ta 27-JUL-2018 Date Further Information:	ading upon the attorney for Pl his summons, exclusive of the o	aintiff/Petitioner at the lay of service. If you fail to
	JJ Sheriff's or Server's Retu		
Note to coming office			
	Summons should be returned to the court within thirty day	's after the date of issue.	
	d the above summons by: (check one)		
	the summons and a copy of the petition to the Defendant/Ro		
leaving a copy of the	summons and a copy of the petition at the dwelling place of		
П (с	a person of the Defend		the age of 15 years.
(for service on a corp	poration) delivering a copy of the summons and a copy of the	ne petition to	
	(name)		(title).
other			·
	(County/City of St. Louis), MO, on		
	(County/City of St. Louis), MO, on	(date) at	(time).
Printed Na	me of Sheriff or Server	Signature of Sheri	ff or Server
	Must be sworn before a notary public if not served	· ·	
	Subscribed and sworn to before me on		date).
(Seal)			dute).
	My commission expires:		
	Date	N	lotary Public
Sheriff's Fees, if applicable Summons			
	\$ \$		
Sheriff's Deputy Salary	Φ	SHE	ERIFF FEE
1 3 3	\$ 10.00		PAID
	\$ (miles @ \$. per mile)		
Total	\$		
A copy of the summons and	d a copy of the petition must be served on each Defendant/	Respondent. For methods of ser	vice on all classes of
suits, see Supreme Court R		-	



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

-Decer-	/ <i>/_</i> /_///////	
Judge or Division: JOSEPH L. WALSH III	Case Number: 18SL-CC02821	
Plaintiff/Petitioner: CITY OF CREVE COEUR, MISSOURI	Plaintiff's/Petitioner's Attorney/Address JOHN WARNER HOFFMANN SUITE 3600 505 N 7TH ST S. SAINT LOUIS, MO 63101	FILED AUG 10 2018
Defendant/Respondent: DIRECTV, LLC	Court Address: ST LOUIS COUNTY COURT BUILDING	JOAN M. GILMER CIRCUIT CLERK, ST. LOUIS COUNTY
Nature of Suit: CC Declaratory Judgment	105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	(Date File Stamp)

Summons in Civil Case The State of Missouri to: DIRECTV, LLC Alias: R/A: CT CORPORATION SYSTEM 120 SOUTH CENTRAL AVE CLAYTON, MO 63105 You are summoned to appear before this court and to file your pleading to the petition, a copy of COURT SEAL OF which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for their elief amanded in the petition. 27-JUL-2018 Date ST. LOUIS COUNTY Further Information: Sheriff's or Server's Return Note to serving officer: Summons should be returned to the court within thirty days after the date of issue. I certify that I have served the above summons by: (check one) JUL 3 1 2018 delivering a copy of the summons and a copy of the petition to the Defendant/Respondent. leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years. (for service on a corporation) delivering a copy of the summons and a copy of the petition to LCW-A. BRANDON other (address) Must be sworn before a notary public if not served by an authorized officer: Subscribed and sworn to before me on (date). (Seal) My commission expires: Notary Public Sheriff's Fees, if applicable Summons Non Est SHERIFF FEE Sheriff's Deputy Salary **PAID** Supplemental Surcharge 10.00 Mileage _miles @ \$._____ per mile) Total A copy of the summons and a copy of the petition must be served on cach Defendant/Respondent. For methods of service on all classes of see Supreme Court Rule 54

Civil Procedure Form No. 1, Rules 54.01-54.05, 54.13, and 54.20; 506.120-506.140, and 506.150 RSMo

SMCC) For Court Use Only: Document Id # 18-SMCC-6498

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

CITY OF CREVE COEUR,)
MISSOURI, on behalf of itself and all)
others similarly situated,)
•) No. 18SL-CC02821
Plaintiffs,)
) Div. 17
V.)
)
DIRECTV, LLC, DISH NETWORK CORP.,)
and DISH NETWORK L.L.C.,)
)
Defendants.)

FIRST AMENDED PETITION FOR DECLARATORY JUDGMENT AND OTHER RELIEF

COMES NOW Plaintiff, City of Creve Coeur, Missouri, on behalf of itself and all others similarly situated, and for its First Amended Petition for Declaratory Judgment and Other Relief, states as follows:

INTRODUCTION

- 1. Since 2007, several providers of video service, such as cable companies, have remitted fees to Missouri municipalities under the 2007 Video Services Providers Act, sec. 67.2675, RSMo, *et seq.*, and local ordinances (hereafter "video-service-provider fee(s)"). Defendants DIRECTV, LLC, DISH Network Corp., and Dish Network L.L.C. (collectively "Defendants") provide video programming to customers in Missouri municipalities. But Defendants have not been paying video-service-provider fees, which deprives Missouri municipalities of much-needed revenue.
- 2. The 2007 Video Services Providers Act applies to Defendants just as it applies to other video-service providers. The 2007 Act defines "video service" as "the provision of video programming provided through wireline facilities located at least in part in the public right-of-

way without regard to delivery technology, including internet protocol technology whether provided as part of a tier, on demand, or a per-channel basis." Sec. 67.2677(14), RSMo. Many of Defendants' services require a subscriber to be connected to the internet, and they often use the internet to stream video programming to customers' internet-connected devices. By relying on an internet connection for their services, Defendants use internet wireline facilities located at least in part in the public right-of-way. Therefore, Defendants are video-service providers within the meaning of the Act, and they should be paying video-service-provider fees on their gross revenues.

3. Plaintiff Creve Coeur, on behalf of itself and other Missouri municipalities, seeks to require Defendants to abide by the Act and to pay their fair share of fees owed to these municipalities – as should all providers of video service.

PARTIES, JURISDICTION, AND VENUE

- 4. The City of Creve Coeur, Missouri ("Creve Coeur" or "Plaintiff") is a lawfully existing Missouri municipal corporation and home rule charter city within the meaning of Mo. Const. art. VI, sec. 19, sec. 82.010, RSMo, *et seq.*, and all other applicable laws, and it has been at all times during the preceding five years. Creve Coeur is located in St. Louis County, Missouri.
- 5. Pursuant to Missouri's 2007 Video Services Providers Act, Plaintiff is authorized to, and does, collect fees from certain video-service providers operating in Creve Coeur. Sec. 67.2689, RSMo. Specifically, Creve Coeur's code of ordinances states: each "video service provider shall pay to the City a video service provider fee in the amount of five percent (5%) of the provider's gross revenues on or before the last day of the month following the end of each calendar quarter." Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1).

- 6. Defendant DIRECTV, LLC ("DIRECTV") is a California limited liability company with a registered agent in this County. It is a subsidiary of AT&T, Inc. DIRECTV does business in Missouri and has done so at all times during the preceding five years.
- 7. Defendant DISH Network L.L.C. is a Colorado limited liability company.

 Defendant DISH Network Corp., a Nevada corporation, is the parent company of DISH Network L.L.C. DISH Network L.L.C. and DISH Network Corp. will collectively be referred to as "DISH" throughout this petition. While DISH does business in Missouri and has done so at all times during the preceding five years, neither of these DISH entities has registered to do business in Missouri.
- 8. This Court possesses subject-matter jurisdiction under Mo. Const. art. V, sec. 14 (circuit courts "have original jurisdiction over all cases and matters, civil and criminal"), and to enforce Defendants' obligation to pay video-service-provider fees under Missouri's 2007 Video Services Providers Act.
- 9. This Court possesses personal jurisdiction under sec. 506.500.1 of Missouri's long-arm statute, because the cause of action arises from Defendants' transaction of business within this State.
- 10. Venue is proper under sec. 508.010.2, RSMo, because Plaintiff resides in St. Louis County, the complained of actions occurred in this County, and Defendants can be found, do business, or have a registered agent in this County.

CLASS ACTION ALLEGATIONS

11. This action is brought by Plaintiff pursuant to Missouri Supreme Court Rule 52.08 on behalf of itself and all other Missouri political subdivisions similarly situated, to wit: all

Missouri political subdivisions that collect video-service-provider fees, and in which Defendants have provided or continue to provide video service.

- 12. The proposed class includes at least 40 Missouri municipalities, many of which are small with very limited resources. The class members, and in particular smaller jurisdictions, have limited staffs and budgets, with little or no funds available for litigation of this nature. The class is so numerous that joinder of all members is impracticable.
- 13. There are questions of law or fact common to the class, including whether Defendant provides video service within class members' geographic areas, whether Defendants generate gross revenues from such operations, and whether such gross revenues are subject to video-service-provider fees.
- 14. The claims asserted by Plaintiff are typical of the claims of the class in that their statutory authority and fees are largely identical, and the interpretation and application of the applicable statutes and ordinances will be similar for all class members.
- 15. Plaintiff will fairly and adequately protect the interests of class members in that their interests are aligned, and Creve Coeur has been found fit to represent a municipal class in similar circumstances. Plaintiff has also retained counsel competent and experienced in classaction litigation, including municipal class actions.
- 16. The prosecution of separate actions by individual class members would create a risk of: a) inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for Defendants; and b) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

- 17. Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief with respect to the class as a whole.

 Defendants have conducted business as if the video-service-provider fees do not apply to their business(es) or their gross revenues, so they have failed or refused to pay video-service-provider fees.
- 18. Further, questions of law or fact common to class members (e.g., whether Defendants provide video service within class members' geographic areas, whether Defendants generate gross revenues from such operations, and whether the gross revenues from such operations are subject to video-service-provider fees) predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

FACTUAL ALLEGATIONS

- 19. Defendants provide paid video programming service to customers who use the service to view television shows, movies, documentaries, and other programming.
- 20. DIRECTV has over 20 million U.S. subscribers, including customers in Creve Coeur and other class members.
- 21. DISH has over 13 million subscribers, including customers in Creve Coeur and other class members.
- 22. DIRECTV and DISH compete directly with other video-service providers, offering video programming comparable to that provided by cable companies and televisionbroadcast stations.
- 23. DIRECTV and DISH offer packages of video service. The services include a mixture of live programming, premium channels like HBO, SHOWTIME, STARZ and Cinemax,

and "on demand" video service. Subscribers to Defendants' services have a unique account that facilitates their paid access to the services, which are not offered for free to the general public.

- 24. Over the past decade, DIRECTV and DISH have transformed their businesses and method of delivery. They no longer deliver video programming just via satellite, as they also rely on the internet to deliver their video services.
- 25. For example, DIRECTV offers a proprietary DVR called the "DIRECTV Genie." It allows subscribers to record five shows at once, and it recommends shows based on past viewing preferences. To receive all its video services, it must be connected to the internet. *See* Exhibit A; *see also* Exhibit B ("For optimal performance of your Leased Equipment, including ordering with your remote control or receiving certain Services, your Leased Equipment must be directly connected to the same land-based telephone line or internet connection.").
- 26. "Genie lets you watch select shows that have aired in the last 72 hours and restart live TV, so even if you're running late you'll never miss a scene." This feature, however, requires an "[i]nternet-connected HD DVR." Exhibit C.
- 27. DIRECTV also offers the ability to watch thousands of television shows and movies "on demand," meaning the subscriber chooses when to watch the show or movie. This often requires not only a DVR such as the DIRECTV GENIE, but also "broadband Internet service with speeds of 750 kbps or higher and a network router with an available Ethernet port." *See* Exhibit D.
- 28. Similarly, DIRECTV allows subscribers to view movies through "Pay Per View" programming. "To order Pay Per View programming with your remote control, all the DIRECTV receivers must be continually connected to the same landline and/or the Internet." *See id.*

- 29. Customers can even watch DIRECTV's programming on internet-connected devices such as mobile phones and iPads through DIRECTV's DIRECTV App and Sunday Ticket App. These applications use the internet to stream DIRECTV's programming to mobile devices.
- 30. Further, DIRECTV offers a stand-alone service called DIRECTV NOW that relies exclusively on streaming video programming over the internet. DIRECTV NOW has over one million subscribers. The service requires no satellite dish, no hardware, and no installation. Instead, it uses internet-connected devices—electronic devices like streaming media players (e.g., Roku, Chromecast, or Apple TV), smartphones, and tablets—that have software allowing DIRECTV NOW to deliver content over the internet.
- 31. DIRECTV offers DIRECTV NOW in Plaintiff's and class members' geographic areas. Depending on the package selected, DIRECTV NOW allows subscribers to watch up to 120+ live TV channels and more than 25,000 On Demand shows and movies.
- 32. DISH has evolved in a similar fashion. It offers an advanced DVR called the Hopper. "An Internet-connected Hopper is an even more powerful Hopper." Connecting the Hopper to the internet allows customers to "[e]njoy On Demand programming whenever it's convenient"; "[o]rder special pay-per-view events through your TV without making a phone call"; interact with internet apps; and pay bills through the TV. *See* Exhibit E.
- 33. Similarly, "[c]onnect[ing] your equipment to the internet" allows "instant access to thousands of TV episodes and movies On Demand, mobile viewing using DISH Anywhere, and popular apps like Netflix." As DISH emphasizes in its marketing, "In the era of peak TV, it's almost impossible to watch everything live," but "with an internet-connected receiver, you can

watch missed episodes, catch up on an entire season, or check out the newest shows and movies." *See* Exhibit F.

- 34. DISH's "DISH Anywhere" service allows a customer to view programming anywhere, but it too requires the internet and internet-connected devices. DISH Anywhere is "an online video site that allows [customers] to instantly watch thousands of TV shows, movies, and clips." Exhibit G. It allows a customer to transform a "computer, smartphone, or tablet into your TV and enjoy ... all your live channels, everything on your DVR, and thousands of On Demand titles." *See* Exhibit F.
- 35. To watch live programming or DVR recordings through DISH Anywhere, not only must the customer's smartphone or tablet be connected to the internet, but the customer's "DVR must also be connected to the Internet." *See* Exhibit G.
- 36. DISH also has a stand-alone service called Sling TV that relies exclusively on streaming video programming over the internet. Sling TV has over two million subscribers. The service requires no satellite dish, no hardware, and no installation. Instead, it uses internet-connected devices—electronic devices like streaming media players (e.g., Roku, Chromecast, or Apple TV), smartphones, and tablets—that have software allowing Sling TV to deliver content over the internet.
- 37. DISH offers Sling TV in Plaintiff's and class members' geographic areas. Sling TV allows subscribers to watch both live TV channels and on-demand shows and movies.
- 38. Although DIRECTV and DISH use the internet to deliver these services, these video services do not provide the actual access to the internet. Instead, the customer receives an internet connection through an internet-service provider. The internet-service provider supplies

an internet account and a physical means to connect to the internet (such as a modem), which allows customers to access the internet.

- 39. Customers typically use a broadband internet connection when using DIRECTV's or DISH's services. In Creve Coeur, common providers of broadband internet service include Charter Communications and AT&T. These broadband internet connections rely upon wireline facilities located in the public right-of-way to bring internet service to customers.
- 40. In turn, this means that DIRECTV and DISH provide their video programming through wireline facilities located at least in part in the public right-of-way because they use these broadband internet connections when they rely upon internet-connected devices to deliver services and programming. These wireline facilities are used by DIRECTV's and DISH's customers to interact with, communicate with, and navigate DIRECTV's and DISH's systems, and to arrange for and receive video programming such as "on demand" or live programming with or without additional programming available by satellite signal.
- 41. DIRECTV and DISH are thus video-service providers within the meaning of Missouri's 2007 Video Services Providers Act, which defines "video service" as "the provision of video programming provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including internet protocol technology whether provided as part of a tier, on demand, or a per-channel basis." Sec. 67.2677(14), RSMo. Further, DIRECTV and DISH are not a commercial mobile service provider as defined by 47 U.S.C. § 332(d), and they are not providing video programming solely as part of a service that enables users to access content, information, electronic mail or other service offered over the public Internet.

42. Upon information and belief, DIRECTV and DISH provide paid video service within Creve Coeur's and other class members' geographic areas. DIRECTV and DISH have failed to comply with Missouri's 2007 Video Services Providers Act by failing to give notice of intent to provide service to Creve Coeur and other class members, and failing to pay the required video-service-provider fees to Creve Coeur and other class members.

COUNT I – DECLARATORY JUDGMENT, INJUNCTIVE RELIEF AND AN ACCOUNTING

- 43. Plaintiff repeats, re-alleges and incorporates by reference paragraphs 1-42 of this Petition as if more fully set forth herein.
- 44. DIRECTV and DISH are engaged in the business of providing video service within Plaintiff's and other class members' geographic areas within the meaning of Missouri's 2007 Video Services Providers Act, sec. 67.2675, RSMo, *et seq.* DIRECTV and DISH derive gross revenues from their business, and they have engaged in such business and derived gross revenues (as defined by sec. 67.2677, RSMo) from that business at all times during the preceding five years.
- 45. Defendants have failed and refused to pay video-service-provider fees to Plaintiff as required by the 2007 Act and by Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1). Further, Defendants have failed and refused to pay video-service-provider fees to class members as required by the Act and by similar code and ordinance provisions.
- 46. Defendants' competitors in the video-service market, such as Charter Communications, have paid and continue to pay video-service-provider fees to class members under the statutes, codes and ordinances that Defendants refuse to honor, despite such laws requiring fair and nondiscriminatory competition and regulation.
 - 47. A justiciable controversy exists between Plaintiff, Defendants and class members.

- 48. Plaintiff and class members do not have an adequate remedy at law. Defendants' violations of the Act and local codes and ordinances are continuing and, as such, Plaintiff and class members would be required to bring successive actions to enforce compliance and to collect unpaid fees.
- 49. Unless Defendants are enjoined from violating the Act and local codes and ordinances, Plaintiff and class members will suffer irreparable harm or injury. They are being deprived of revenues needed for public health, safety and welfare. In all probability, since Defendants intend to continue engaging in business in class members and deriving gross revenues from their business, Plaintiff and class members will continue to be deprived of videoservice-provider fees unless Defendants are so enjoined.
- 50. Defendants have a legal and fiduciary duty to keep and maintain accurate accounts and records "pertaining to gross revenues received from the provision of video services provided to consumers located within the geographic area" of Plaintiff and class members. *See* sec. 67.2691.2, RSMo.
- 51. Plaintiff has incurred and will continue to incur costs and attorneys' fees needed for the investigation and prosecution of these claims. Those attorneys' fees and other expenditures will result in a benefit to all members of the class, and Plaintiff's counsel should recover these fees and expenditures pursuant to applicable law.

WHEREFORE, Plaintiff, on behalf of itself and all Missouri political subdivisions similarly situated, prays that this Court:

A. Declare and adjudge that Defendants provide video service within the meaning of Missouri's 2007 Video Services Providers Act, sec. 67.2675, RSMo, *et seq.*;

- B. Declare and adjudge that Defendants have failed to comply with and owe video-service-provider fees under Missouri's 2007 Video Services Providers Act, Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1), and similar class member code and ordinance provisions for the preceding five years and for the duration of this litigation;
- C. Order an accounting of all monies that Defendants owe Plaintiff and class members, including interest and penalties;
- D. Enjoin and restrain Defendants from engaging in business within the boundaries of Plaintiff and class members and deriving gross revenues therefrom without paying the required video-service-provider fees;
- E. Award attorneys' fees, costs and expenses from the amount(s) recovered for the common benefit of the class; and
- F. Order such other and further relief as the Court deems just and proper under the circumstances.

COUNT II – UNJUST ENRICHMENT

- 52. Plaintiff repeats, re-alleges and incorporates by reference paragraphs 1-51 of this Petition as if more fully set forth herein.
- 53. Defendants have operated as video-service providers in the geographic areas of Plaintiff and other class members.
- 54. By not remitting video-service-provider fees, DIRECTV and DISH have received the benefit of doing business in Plaintiff and other class members without paying required fees, been aware that they were doing business without paying required fees, and accepted and retained this benefit under circumstances that are inequitable or unjust, i.e., by depriving Plaintiff

and other class members of monies due under the statutes, codes, and ordinances that Defendants refuse to honor.

WHEREFORE, Plaintiff, on behalf of itself and all Missouri political subdivisions similarly situated, prays that this Court:

- A. Declare and adjudge that Defendants' failure to pay video-service-provider fees as required by the 2007 Act, Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1), and similar class member code and ordinance provisions caused Defendants to be unjustly enriched, as they avoided fees that should have been paid to Plaintiff and class members during the preceding five years and for the duration of this litigation;
- B. Order an accounting of all monies that Defendants owe Plaintiff and class members, including interest and penalties;
- C. Enjoin and restrain Defendants from engaging in business within the boundaries of class members and deriving gross revenues therefrom without paying the required video-service-provider fees;
- D. Award attorneys' fees, costs and expenses from the amount(s) recovered for the common benefit of the class; and
- E. Order such other and further relief as the Court deems just and proper under the circumstances.

COUNT III – UNPAID FEES, INTEREST AND PENALTIES

- 55. Plaintiff repeats, re-alleges and incorporates by reference paragraphs 1-54 of this Petition as if more fully set forth herein.
- 56. Defendants owe Plaintiff and other class members video-service-provider fees, together with interest and penalties, as a result of their failure to comply with the Act and

Plaintiff's and class members' codes and ordinances during the preceding five years and for the duration of this litigation.

WHEREFORE, Plaintiff, on behalf of itself and all Missouri political subdivisions similarly situated, prays that this Court:

- A. Enter judgment in favor of each class member and against Defendants for the video-service-provider fees, interest and penalties due each class member from Defendants;
- B. Award attorneys' fees, costs and expenses from the amount(s) recovered for the common benefit of the class; and
- C. Order such other and further relief as the Court deems just and proper under the circumstances.

DATED: August 9, 2018

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was filed via the Court's electronic filing system on this 9th day of August, 2018.

In addition, I hereby certify that a copy of the foregoing was sent via U.S. Postal Service, first class mail, postage prepaid, this 9th day of August, 2018, to the following:

DirecTV, LLC c/o CT Corporation System 120 South Central Ave. Clayton, MO 63105

DirecTV, LLC 2260 E. Imperial Highway El Segundo, CA 90245

DISH Network Corp. 9601 South Meridian Blvd. Englewood, CO 80112

DISH Network Corp. c/o Timothy Allen Messner 9601 S. Meridian Blvd. Englewood, CO 80112

DISH Network, LLC c/o Timothy Allen Messner 9601 S. Meridian Blvd. Englewood, CO 80112

DISH Network, LLC 9601 South Meridian Blvd. Englewood, CO 80112

/s/ John W. Hoffman
John W. Hoffman

Exhibit A

CONNECT TO THE INTERNET

Get Connected and get more at no extra cost!

Get DIRECTV for: Building Owners | Travelers | Businesses | Travelers | Tr

Maximize your entertainment: Connect your HD DVR to the Internet.

When connected, you open the door to additional features that's all included in your DIRECTV service. Enjoy access to thousands of the hottest shows and movies On Demand including Fox's Love Connection, download your recorded shows on your device and watch on the go, and listen to Pandora Radio on your TV. Learn how to connect your HD DVR to the internet today. Don't miss out – connect your HD DVR to the Internet today.

Learn how to connect ▶

Thousands of the hottest shows and movies On Demand.





Get access to over 35,000* shows and movies.

Catch up on thousands of shows and movies, already included in your subscription, with DIRECTV On Demand. Plus, get instant access to the hottest new movie releases on DIRECTV CINEMA.¹

Learn how to connect▶

Time is on your side with an Internet-connected HD DVR.

Forget to record your favorite show? With your HD DVR connected to the Internet, you can watch shows that aired any time in the last 72 hours, and even restart ones already in progress.²

Learn how to connect ▶

It's your TV. Take it with you.



American Woman now playing on Paramount Network®

Stream anywhere.

Connecting your HD DVR to the Internet makes your DIRECTV App even better. You'll be able to stream the same DIRECTV you watch at home—including your live and recorded shows—anywhere you are, at no extra cost.³

Learn how to connect >

Download and go!

Taking a family road trip or getting on a plane? With an Internet-connected HD-DVR, you can download your home DVR right to your mobile device with the DIRECTV App.³

Then watch anywhere, even with no Internet connection!

Learn how to connect >







Make your TV more app-etizing.

Your TV's not just for watching. With the press of a button, you can get up-to-the minute sports highlights, track your NFL.com fantasy league, check the weather, and more. Plus, with iHeartRadio you can listen to your favorite music, talk shows, and sports radio on your TV.4 The TV Apps are easy to use, with no additional equipment needed. Best of all, the TV Apps are already included in your service!



Hit the Road Now playing on AUDIENCE®

Learn how to connect >

Top Questions

How do I connect my Genie® or HD DVR to the Internet?

At-a-Glance Equipment Requirements A minimum connection speed of 750Kbps (DSL or cable modem) is...

Connect your HD DVR to the Internet

There are some great benefits to connecting your DIRECTV HD DVR to your home Internet network. It's...

DIRECTV Genie® WiFi Setup & Connection

Watch this video to learn how to connect your Genie® HD DVR model HR44 to the Internet. ...

How do I know if my Genie HD DVR is connected to the Internet?

To find out if your Genie HD DVR is connected to the Internet, Press the RIGHT ARROW on your...

See more top questions

Sign up for special offers from the industry leader in technology.

AT&T Services ▶ Explore DIRECTV ▶ **Customer Service** ▶ Help Center ▶ Social Media > AT&T Bundles **DIRECTV** Packages Go Paperless Need Help? Start Here DIRECTV on Facebook @DIRECTV AT&T Wireless DIRECTV + AT&T Bundles DIRECTV Redeem Reward Troubleshoot My Service AT&T Internet DIRECTV FOR BUSINESS™ Agreements & Policies Learn About DIRECTV @DIRECTVService **DIRECTV NOW DIRECTV** Insider Find a Retailer Contact Us DIRECTV on YouTube Advertising Choices DIRECTV + Internet **DIRECTV** Deals **DIRECTV** versus the Competition **DIRECTV Local**

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^{*} Access to available DIRECTV On Demand programming based on package selection. Actual number of shows and movies will vary. Additional fees apply for new releases. Some DIRECTV C NEMA and On Demand content requires an HD DVR (HR20 or later) or DVR (R22 or later), D RECTV CINEMA Connection Kit and broadband Internet service with speeds of 750 kbps or higher and a network router with an available Ethernet port. Downloading On Demand content may count against your data plan allowance. Visit directy com/movies for details.

^{1.} Requires an HD DVR connected to the Internet. Additional fees required for new releases. 2. Functionality varies by compatible device and location. Only select networks corresponding to your package selection are available for live streaming and may vary by location and device. Additional charges may apply. In-home live-streaming feature requires home-based Wi-Fi connection and Internet-connected HD DVR. Out-of-home viewing requires high-speed internet connection. All functions and programming subject to change at any time. Visit directv.com/everywhere for a list of compatible devices (sold separately) and complete details. Data charges may apply. 3. Additional fees required for new releases.

4. Certain programming may not be compatible with this device.

^{**}American Horror Story: Cult on FX®, This Is Us on NBC®, Annabelle: Creation, Baywatch, Captain Underpants, King Arthur, The Mummy, Pirates of the Caribbean: Dead Men Tell No Tales, Rough Night, and Transformers: The Last Knight on DIRECTV CINEMA®

Exhibit B

DIRECTV RESIDENTIAL CUSTOMER AGREEMENT

Documents

Policy Center Home

General Policies

- ▶ Wireless
- ▶ AT&T Next

Business

Digital Life®

DIRECTV

Home Phone

Internet & Email

U-verse® TV and AT&T Phone

Print

Effective as of March 1, 2018 until replaced

THIS DESCRIBES THE TERMS AND CONDITIONS OF YOUR RECEIPT OF AND PAYMENT FOR DIRECTY ® SERVICE.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 8), AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE (SEE SECTION 7).

BY USING DIRECTV SERVICE, YOU AGREE: (A) THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS; (B) THAT YOU ARE 18 YEARS OF AGE OR OLDER (AT LEAST NINETEEN (19) IN ALABAMA AND NEBRASKA; TWENTY-ONE (21) IN MISSISSIPPI); (C) TO THE AT&T ACCEPTABLE USE POLICY (https://www.att.com/legal/terms.aup.html); (D) TO THE AT&T PRIVACY POLICY (https://about.att.com/sites/privacy_policy); AND (E) TO THE AT&T ACCESS ID TERMS OF SERVICE, (https://www.att.com/accessidterms). PLEASE CAREFULLY READ THESE DOCUMENTS TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR ORDER OR SERVICE SUBJECT TO APPLICABLE CANCELLATION TERMS AND/OR FEES (SECTION 5). IF YOU INSTEAD DECIDE TO RECEIVE OUR SERVICE, IT WILL MEAN THAT YOU ACCEPT THESE TERMS AND THEY WILL BE LEGALLY BINDING.

THE EQUIPMENT LEASE AGREEMENT, AVAILABLE AT https://www.att.com/DTVEquipmentLeaseAgreement, GOVERNS YOUR RECEIVING EQUIPMENT (EACH AS DEFINED BELOW).

TO VIEW THIS AGREEMENT IN SPANISH, VISIT www.att.com/DTVCustomerAgreementespanol OR CALL 888.388.6622 TO REQUEST A PRINTED COPY. (VISITE A www.att.com/DTVCustomerAgreementespanol O LLAME AL 888.388.6622 PARA SOLICITAR ESTE DOCUMENTO.)

CONTACTING DIRECTV:

To contact us, call 800.288.2020 and speak your request into our Automated Phone System, e.g., for technical issues, say "technical"; for on-screen messages, say the extension or message you see on your TV screen; to pay your bill, say "pay my bill"; for programming questions, say the name of the package or service, etc. For bill inquires, call hours are 8am – 1am (your local time) 7 days a week.

If your bill for DIRECTV Service comes from a party other than DIRECTV or AT&T, please use the contact information provided on your bill for any questions about your DIRECTV Service.

Thank you for choosing DIRECTV DIRECTV and its parent, affiliates, subsidiaries and employees (defined here collectively as "DIRECTV" and referred to as "DIRECTV" or "we") provide digital satellite entertainment programming and services (referred to collectively as "Service") to residents of the United States. We do not provide, and you may not receive or use, Service at an address or location outside of the United States.

CUSTOMER AGREEMENT

1. OUR SERVICE

These are the terms on which we will provide you Service:

- (a) <u>Program Choices.</u> You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms and conditions. Information about programming is at directv.com.
- (b) Ordering Pay Per View. Pay Per View transactions may be billed in the billing cycle, following the transaction. So long as payments are current, you will have a limit based on creditworthiness or for other reasons. Programs recorded to a DVR may automatically delete after 24 hours. If you call an agent to order, the maximum fee may apply (described in the Fee Schedule). A reduced fee is available for Pay Per View orders placed at directv.com or through the Automated Phone System. Repeated cancellation of previously ordered Pay Per View Services may result in cancellation of your account, restrictions on your ability to order Pay Per View Services, or imposition of additional fees for Pay Per View Services.
 - (1) On Demand/DIRECTV Cinema. © Customers with advanced HD DVR equipment may also access additional titles and on demand programs by connecting the equipment to the internet.
 - (2) Other Authorized Devices. Customers may also access certain titles and on demand programs by using a separately distributed DIRECTV software application on a compatible smartphone, tablet, computer or other device you provide that is authorized by DIRECTV ("an Authorized Device").
- (c) Your Programming Changes. You may change your programming selection by notifying us. A fee may apply to such changes (described in Section 5(b) and the Fee Schedule). Some programming may be purchased in minimum blocks of one month or multiples of one month.
- (d) <u>Our Programming Changes.</u> Many factors affect the availability, cost and quality of programming and may influence the decision to raise prices and the amount of any increase. These include, among others, programming and other costs, consumer demand, market and shareholder expectations, and changing business conditions. Accordingly, we reserve the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, technologies used to deliver the Service, and any other Service we offer, at any time. We will endeavor to notify you of any change that is within our reasonable control and its effective date. In most cases this notice will be about one month in advance. You always have the right to cancel your Service, in whole or in part, if you do not accept the change (see Section 5). Credits, if any, to your account will be posted as described in Section 5. If you do not cancel, your continued receipt of our Service will constitute acceptance.
- (e) Access Card. You have received a conditional access card (referred to as the "Access Card") and a License Agreement governing your use of the Access Card while you are receiving our Service. Access Cards are nontransferable and are the exclusive property of DIRECTV. If you tell us that the original Access Card was lost, damaged, defective or stolen, we will replace it, so long as there is no evidence of unauthorized tampering with or modification of the Access Card and your account is in good standing. Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your Leased Equipment other than an authorized unmodified Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Card. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is

prohibited.

- (f) Installation. You will provide DIRECTV and its subcontractors with reasonable access to your premises in order to install, maintain, and repair your Service and your Leased Equipment and, for as long as you continue to receive your Service, your Receiving Equipment; and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that DIRECTV may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair your Service and your Equipment (as defined in Section 1(k)). If you do not own your premises or your unit is part of a multi-tenant environment (e.g., an apartment building, condominium, or private subdivision), you warrant that you have obtained permission from any necessary party, including, but not limited to, the owner, landlord, or building manager, to allow DIRECTV and its subcontractors reasonable access to install, maintain, and repair your Service and your Equipment and to make any alterations that DIRECTV deems appropriate for the work to be performed.
- (g) Phone/Internet Connections. For optimal performance of your Leased Equipment, including ordering with your remote control or receiving certain Services, your Leased Equipment must be directly connected to the same land-based telephone line or internet connection. If you add Service on additional TVs, you may purchase a separate subscription for each additional TV, or, if all your Leased Equipment is continuously connected to the same land-based telephone line or internet connection, we can charge you only the fee amounts listed in the Equipment Lease Agreement. You agree to provide true and accurate information about the location of your Leased Equipment. If it is determined that the Leased Equipment is not at the Service address identified on your account, we may disconnect the Leased Equipment or charge you the full programming subscription price for the Leased Equipment.
- (h) <u>Mobile Units</u>. We provide Service to Leased Equipment installed in mobile units such as campers, boats and other recreational vehicles. However, this Leased Equipment is not eligible for the additional TV authorization discount described in Section 1(g).
- (i) <u>Private Viewing.</u> We provide Service only for your private non-commercial use, enjoyment and home viewing. The programming may not be viewed in areas open to the public or in commercial establishments. You may not rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit or distribute running accounts of it. You may not use any of our trademarks.
- (j) <u>Blackouts</u>. Certain programming, including sports events, may be blacked out in your local reception area. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit https://support.directv.com/dtv-programming/directv-sports-blackouts-faq for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.
- (k) Management of Leased Equipment and Receiving Equipment. We reserve the right to manage the DIRECTV® Receiver(s), Genie® Mini(s), Genie 2™, Access Card(s), and/or remote control(s) (collectively referred to as "Leased Equipment") and your receiving antenna dish, mounting hardware, and cabling (collectively referred to as "Receiving Equipment") once it has been installed by us, for as long as you continue to receive Service, and retain exclusive rights to data generated by the Leased Equipment and the Receiving Equipment. Leased Equipment and Receiving Equipment shall collectively be referred to as "Equipment" herein. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings while you continue to receive your Service. Additional information regarding your Equipment is included in the Equipment Lease Agreement.

- (I) Repair or Replacement of Equipment. You must notify us immediately of any defect in, damage to or accident involving the Equipment. During the term of this Agreement, all maintenance and repair of Equipment must be performed by us or our designee(s). In addition to any applicable Dispatch Fee (as described in the Fee Schedule), you are responsible for damage to and the entire cost of any necessary service or repair of any Equipment that is attributable to your improper installation, abuse, or misuse of the Equipment, as determined by DIRECTV. We also reserve the right to charge reasonable shipping and handling fees in connection with replacement of any Equipment, other than Leased Equipment that requires replacement within 90 days of its initial activation. You understand that repair or replacement of the Equipment may (i) cause stored content to be deleted, (ii) reset personal settings, or (iii) otherwise alter the Equipment. You agree to use appropriate and reasonable care in using any and all Equipment provided to you. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, will be treated as damage due to your intentional acts or negligence.
- (m) Loss of Equipment. Please notify us immediately if any of the Equipment is lost or stolen. If you notify us within 5 days, we will not charge you for unauthorized use. In any case, we will not charge you for unauthorized use occurring after we receive your notice. For Leased Equipment, non-return fees will apply as specified in the Equipment Lease Agreement.
- (n) <u>Restrictions Related to Equipment.</u> You agree that you will use the Equipment only for its intended residential use and not for any other purpose. We consider you to be respons ble for, and the recipient of programming on, any Equipment you lease or own. You are liable for charges incurred when the Equipment is used by you and when the Equipment is in use by others until your Service is cancelled or you notify us that the Equipment is lost or stolen as described above. You have no right to sell, give away, transfer, pledge, mortgage, alter, or tamper with the Leased Equipment and while you continue to receive Service, you have no right to sell, give away, transfer, pledge, mortgage, alter, or tamper with the Receiving Equipment. Once your Receiving Equipment has been installed, and while you continue to receive the Service, you may not move the Receiving Equipment to a different location or position at your address while you are receiving the Service. Additional information regarding service, care, maintenance and removal of, as well as responsibility for claims and demands arising out of or related to, the Receiving Equipment is included in the Equipment Lease Agreement.
- (o) <u>Your Viewing Restrictions.</u> It is your respons bility to impose any viewing restrictions on other family members or guests as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit <u>directv.com</u> for information on parental controls, locks and limits and password protection on your account.
- (p) Change of Address. You must notify us immediately of any change in your name, mailing address, residence address or telephone number by contacting us at 800.288.2020.

2. PAYMENT

In return for receiving our Service, you promise to pay us as follows:

(a) <u>Programming.</u> You will be billed in advance, at our rates in effect at the time for all Service(s) ordered by you or anyone who uses any Equipment or Authorized Device, with or without your permission, until the Service is canceled. If the Service is part of an offer through which you receive credits offsetting all or part of the Service price, such credits will be applied before the end of your promotional period. Interim payments may be required. If you cancel the Service, you are no longer entitled to receive the credits and we reserve the right to recoup pre-paid credits. The outstanding balance is due in full each month by the due date. To establish Service, you were required to provide a credit card. You may use this or another credit or debit card to establish recurring payments. See Section 5(e) regarding payment upon cancellation. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written

- on your payments will restrict our ability to collect all amounts owing to us. If you do not pay your statements by the due date, we may reduce your Service to a minimum service level, at our rates in effect at the time, restrict the availability or renewability of your Service options, require immediate payment for Services ordered, or deactivate your Service.
- (b) <u>Monthly Fees For DIRECTV Receivers, Genie Minis and/or DIRECTV-Ready TVs/Devices.</u> You will pay in advance, at our rates in effect at the time, a TV Access Fee for each DIRECTV Receiver, Genie Mini, and/or DIRECTV-Ready TV/Device on your account as described in the <u>Equipment Lease Agreement</u>, provided you meet the qualifications specified in Section 1(g) and such equipment is located at your Service address.
- (c) <u>Taxes.</u> You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed including any such taxes, fees or charges assessed against discounted fees or service credits.
- (d) <u>Auto Bill Pay.</u> When enrolling your account in Auto Bill Pay, you authorized AT&T and/or DIRECTV to charge your debit/credit card or bank account automatically to pay your monthly statements, as well as any unpaid balances and fees if your DIRECTV service is disconnected. To cancel your authorization for Auto Bill Pay, you must call 800.288.2020. You should also contact your card issuer or financial institution to advise that you have canceled your enrollment. You will lose any promotional credits associated with your account if you opt out from Auto Bill Pay.
- (e) Other Fees. We may charge fees that arise in specific circumstances only to those customers responsible for them. Additional information about some of the fees we charge is found at att.com/DIRECTVFees ("Fee Schedule"). This Fee Schedule is hereby incorporated into this Agreement by reference. Please see the Fee Schedule for additional fees. We reserve the right to assess additional fees or modify these fees and you agree to pay the fees listed in Section 2 of this Agreement and the Fee Schedule, if assessed on your account:
 - (1) Up to \$4.25 Late Fee: If we do not receive your payment by the due date on your bill, we may charge you a late fee of (i) \$4.25; or (ii) the maximum amount permitted under and subject to applicable law per month or partial month until the delinquent amount is paid in full. This late fee is not an interest charge, finance charge, time price differential or other such charge of a similar nature. You acknowledge that this fee is reasonably related to the actual expense we incur due to late payment and may be subject to limitations as set forth by the law in your state.
 - (2) Up to \$30.00 Returned Payment Fee, If any bank or other financial institution refuses to honor any payment, draft, order, item or instrument submitted for payment on your account, including without limitation electronic debits to debit cards and bank accounts. You acknowledge that this fee is not an interest charge, finance charge, time price differential or other such charge of a similar nature and it is reasonably related to the actual expense we incur due to unsatisfied payment.
 - (3) Up to \$20.00 Restoral Fee for Suspended Accounts. We may suspend or terminate Service if your payment is past due. When your Service is suspended for non-payment, you will be placed in a minimum service package with reduced programming, for a one-time flat fee of \$9.99. If we suspend your Service for non-payment, you must pay all past due amounts in order to resume Service at any level above the minimum service package. In addition, to resume Service at any level above the minimum service package you must also pay an account Restoral Fee of up to \$20.00. The Restoral Fee will be assessed on the next monthly bill you receive following the resumption of Service from the minimum service package.
 - (4) Advance Payments, Deposits, Fees and Limits. We may require you to make deposits or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in this Agreement or permitted by law. We reserve the right to require prepayment for any Service in

our discretion. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Upon determination solely by DIRECTV of satisfactory payment history or as required by law, DIRECTV may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by DIRECTV. Based on your creditworthiness, a non-refundable fee may be required to establish service. We may require you to enroll, and remain enrolled, in an automatic payment or electronic funds transfer plan. We may establish additional limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due.

- (f) <u>Billing Statements</u>. We will send you a statement for each billing cycle (usually once every 30 days) regardless if you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. Statements will show: (1) payments, credits, purchases and any other charges to your account, (2) the amount you owe us and (3) the payment due date
- (g) Questions About Your Statement. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can.

You must contact us within 60 days of receiving any statement that you think is incorrect or that you need more information about. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of Service.

Remember, if your bill for DIRECTV Service comes from a party other than DIRECTV or AT&T, please use the contact information on your bill.

- (h) <u>Bill Credits or Refunds</u>. Any amounts refunded in the form of bill credits, cash payments or any other form, other than amounts reducing a specific line-item charge, shall be inclusive of all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any tax, fee, or surcharge previously paid.
- (i) Consents Regarding Credit. In order to establish an account with us and when you order additional Leased Equipment and/or Services, you authorize us to inquire into your creditworthiness, by checking with credit reporting agencies. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies. In addition, you also authorize DIRECTV to inquire into your creditworthiness with credit reporting agencies when Authorized Users (as defined below in Section 3(d)), change or order additional Leased Equipment and/or programming for your account on your behalf.
- (j) <u>Collection Costs.</u> If you fail to pay amounts you owe us, you may be subject to collections by DIRECTV or your account may be referred to a third party collection agency. To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

3. CUSTOMER INFORMATION

- (a) <u>Representations</u>. You represent that you are at least 18 years of age (except you must be at least 19 years old in Alabama and Nebraska; at least 21 years old in Mississippi), and a resident of the United States.
- (b) <u>Contact Information</u>. You agree to provide true, accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it true, accurate and complete. With regard to all telephone

numbers, including cellular numbers, you or an Authorized User choose to provide on your account, you and/or such Authorized User expressly consent and agree to receive business and informational calls relating to your Service to such numbers, including collections calls. You agree such calls may be pre-recorded messages or placed with an automatic telephone dialing system. In addition, you agree that we may send non-marketing service or account related text messages to cellular phone numbers provided on your account. Carrier message and data rates may apply but, on some text message programs you may opt out of a text message program by replying "stop" to a message from that program (visit directv.com for information). If you choose to provide an e-mail or other electronic address on your account, you acknowledge and consent to receive business and informational messages relating to your Service at the address, including delivery of the privacy policy, collections messages, and that such address is your private address and is not accessible or viewable by any other person. You agree that DIRECTV, and its affiliates, agents and service providers may contact you at any email address or any telephone number you provide, now or in the future, or that we otherwise identify as your number, including a number for a cellular phone or other wireless device or service, regardless of whether you incur charges as a result.

- (c) Online Access. You can access and manage your DIRECTV account online. We reserve the right to modify security settings and impose security requirements, which can change over time, to protect against actual or potential fraud, unauthorized access, and other suspicious account activity. You agree to: (i) keep your ID, password, and other log-in credentials confidential, (ii) notify us immediately of any online security breach, and (iii) reset your ID, password, or other log-in credentials if you have reason to believe they have been, or might be, compromised.
- (d) <u>Authorized User(s)</u>. You may authorize spouses, partners, family or other adult household members or designated persons to act on your behalf in managing your account, including changing or adding Leased Equipment and programming ("Authorized Users"), in two ways: (i) by providing such person access to your confidential account password; and (ii) by updating your account information to add Authorized User(s). Further, if you are not present at the time of Service installation, you hereby authorize any adult (18 or older in most states; 19 in Alabama and Nebraska; 21 in Mississippi) who is present to act on your behalf, including by accepting this Agreement and the <u>Equipment Lease Agreement</u> and any other related agreements required in connection with the completion of the installation and/or the activation of the Service and approving any changes to your Service or Equipment. If your account is password protected, the password must be provided to engage in most telephonic account management functions. You agree to immediately notify DIRECTV if your password has been compromised and/or you wish to remove an Authorized User from your account; in the absence of such notification, you are responsible for activities on your account using your password or by persons listed as Authorized Users.

4. CHANGES IN CONTRACT TERMS

We reserve the right to change the terms and conditions on which we offer Service including adding new terms or deleting existing ones. We will provide you with notice of material changes either in your monthly bill or separately. You always have the right to cancel your Service, in whole or in part, at any time, and you may do so if you do not accept any such changed terms or conditions. See Sections 5(b), (d) and (e) below. If you elect not to cancel your Service after receiving a new Customer Agreement, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your Service as provided in Section 5, as we cannot offer Service to different customers on different terms, among other reasons.

5. CANCELLATION

(a) <u>Term.</u> The term of this Agreement is indefinite and Service will continue until canceled as provided herein. Unless you notify us that you wish to cancel it, we will automatically renew Service that you subscribe to on a periodic basis, including any

monthly or annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service.

- (b) Your Cancellation. You may cancel Service by calling us at 800.288.2020. Your cancellation is effective on the day we receive it unless you instruct us otherwise. You will still be responsible for payment of all outstanding balances accrued through that effective date. If you cancel Service or change your Service package, you may be subject to an Early Cancellation Fee if you agreed to a programming agreement with DIRECTV and have failed to maintain the required programming package for the required period of time. For Services sold only in blocks of one month or multiples of one month, if you cancel such Service, we will credit you only for full months not used. For example, if you subscribe for a year of such Service from January through December but cancel on March 10, we will credit you for the subscription fees for April through December. However, we will not credit any fees for January through March. Additionally, we will not credit seasonal sports subscriptions after the season starts.
- (c) <u>Our Cancellation</u>. We may cancel your Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods; breach any other material provision of this Agreement; or act abusively toward our staff. If you reside in a property that provides a base programming Service to each resident (referred to as "bu k programming"), then we may disconnect, suspend or terminate your bulk programming Services and any upgrade or a la carte programming if your account is past due or not in good standing with DIRECTV. If the property-provided bulk programming Services are disconnected, suspended or terminated, then each individual subscriber's a la carte or upgrade packages may also be disconnected, suspended or terminated. In addition, we may cancel your Service if you elect not to accept any changed terms described to you, as provided in Section 4. Upon cancellation, you will still be responsible for payment of all outstanding balances accrued through the effective date, which may include an Early Termination Fee.
- (d) <u>Credit Balances.</u> When your account is closed, we will review your account and refund any excess monetary payments. Retention or similar credits may not be refunded.
- (e) Payment Upon Cancellation. You acknowledge that you have provided your credit or debit card information to us and you have the authority to authorize charges to the card. You understand that you will incur fees and charges as a result of your receipt and use of the Service and/or Equipment, and that you may also incur Early Termination Fees and/or Equipment non-return fees (as specified in any lease, programming or other service commitment agreement you entered into; we refer to the programming commitment as a "Service Commitment"). By giving us your credit or debit card information, which you can change at any time by contacting us, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You also acknowledge and agree that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date and additionally, that DIRECTV may obtain such updated information through payment card networks, card issuers or other third party sources.

6. DIRECTV DVR SERVICE AND SOFTWARE LICENSE

DIRECTV DVR Service is a separately sold service, at our rates in effect at the time, available to customers with DVR-enabled Equipment. DIRECTV DVR Service gives you the ability to see and record televised programs ("Third Party Content"). You understand that DIRECTV does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that

DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. DIRECTV may, at its discretion, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee for DIRECTV DVR Service.

We may use local telephone calls to provide the DIRECTV DVR Service. You are respons ble for such telephone charges and acknowledge and agree that you shall be solely responsible for all disputes with any telephone company related to the same.

If you paid a "lifetime service fee," you will not be charged a fee for your DIRECTV DVR Service as long as you maintain television programming service from DIRECTV on the same account. If you disconnect your DIRECTV television programming service and later reconnect on the same account, your DIRECTV DVR Service will be reconnected and you will not be charged a fee for DIRECTV DVR Service.

The Leased Equipment incorporates software which is owned by DIRECTV or its third-party licensors (the "Software"). Before using the Leased Equipment or activating the DIRECTV DVR Service, please read the terms and conditions for use of the Software. If you do not agree to these terms you may not use the Leased Equipment and may not activate the DIRECTV DVR Service and should immediately return the Leased Equipment to DIRECTV or your supplier. These terms also apply to any modifications, updates or supplements to the Software provided to you. Below is a summary of the terms of the Software license. A complete text of the terms and conditions for use of the Software is located in the user manual and at https://www.att.com/legal/terms.dtv_softwareLicenseTerms.html.

- (a) <u>License Grant and Conditions</u>. DIRECTV grants you a non-exclusive, non- transferable, limited license to use the Software solely in executable code form and solely as integrated with, incorporated into, and in conjunction with the Leased Equipment. Certain third party Software used in connection with the Leased Equipment may be made directly available to you by the providers thereof. DIRECTV reserves the right to modify, supplement, update and otherwise alter the Software via software download or other modification procedures, and these terms will apply to such Software as modified, supplemented, updated, and otherwise altered.
- (b) <u>License Restrictions</u>. You may not copy, modify or transfer the Software, or any copy thereof, in whole or in part. You may not reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. The Software may include some components that are covered by "free software" licenses, open source software, and other similar license use rights which require such components to be used, modified and/or distributed only under the terms of such licenses.
- (c) Ownership of Software and Reservation of Rights. The Software is licensed, not sold, to you for use only under the terms of this license agreement, DIRECTV is NOT transferring title or any ownership rights in the Software to you and DIRECTV and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license agreement does not grant to you any intellectual property rights in the Software.
- (d) <u>Termination.</u> These terms are effective until terminated, except any provisions of this Agreement which by their express language or by their context are intended to survive the termination of this Agreement shall survive such termination. You may terminate these terms by returning the Leased Equipment to DIRECTV or your supplier. These terms will terminate automatically without notice if you fail to comply with these terms or any other agreement between you and DIRECTV. Upon termination you must return the Leased Equipment to DIRECTV or your supplier.
- (e) <u>Software Disclaimer.</u> THE SOFTWARE IS TO THE EXTENT PERMITTED BY LAW SUPPLIED AS IS AND WITH ALL FAULTS. NEITHER DIRECTV NOR ANY OF ITS LICENSORS EXPRESSLY MAKES OR PASSES ON TO YOU ANY

WARRANTY OR REPRESENTATION ON BEHALF OF DIRECTV OR ITS LICENSORS WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

- (f) Limitation of Liability for Software. IN NO EVENT WILL DIRECTV OR ITS LICENSORS BE LIABLE TO YOU WITH RESPECT TO THE SOFTWARE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGE (INCLUDING LOSS OF PROFITS, LOST SAVINGS, LOSS OF DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF DIRECTV OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to you.
- (g) <u>Additional Information</u>. DIRECTV's licensors and suppliers shall be third-party beneficiaries of these license terms, as applicable. Certain additional terms and information for the Software and certain third party software (including the text of licenses applicable to any free, open source and other similar software that may be included in the Software), may be found in the DIRECTV website located at www.att.com, and the GNU website located at www.gnu.org.
- (h) <u>Third-Party Beneficiary.</u> DIRECTV and you expressly acknowledge and agree that TiVo, Inc., a Delaware corporation with its principal place of business at 2160 Gold Street, Alviso, CA 95002, is an intended third-party beneficiary of this license agreement as it relates to TiVo software that may be contained in the Leased Equipment. These license provisions are made expressly for the benefit of TiVo and are enforceable by TiVo in addition to DIRECTV.

7. LIMITS ON OUR RESPONSIBILITY

- (a) <u>Service Interruptions</u>. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God, power failure or any other cause beyond our reasonable control. However, because we value our customers, for an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for such Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.
- (b) WARRANTY DISCLAIMER. EXCEPT AS PROVIDED HEREIN, WE MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ANY SERVICE OR YOUR EQUIPMENT, WHICH IS PROVIDED TO YOU AS IS AND WITH ALL FAULTS. ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT.
- (c) <u>Limitations of Liability</u>. WE ARE NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATING TO THE EQUIPMENT OR THE SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. Some states or jurisdictions do not allow the exclusion or limitation of consequential or other damages, so the above limitation may not fully apply to you.
- (d) <u>Warranty Services</u>. You agree that this Agreement does not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee based or other programs.

(e) No Responsibility for Third Party Services. DIRECTV may permit you to connect to and access devices, products, services, websites, advertisements, and content of third parties such as other advertisers, publishers, vendors, and manufacturers of devices (collectively "Third Party Services"), but YOUR USE OF THIRD PARTY SERVICES IS AT YOUR SOLE RISK AND DISCRETION. Although DIRECTV may provide the opportunity for you to connect to or access Third Party Services, you acknowledge and agree that DIRECTV does not control Third Party Services, is not responsible for Third Party Services, and does not provide customer service, repairs, or other support for any Third Party Services. You further acknowledge and agree that your use of Third Party Services is governed by separate the terms of use set by such third parties, including their privacy policies. DIRECTV makes no representation or warranty about the safety or quality of any Third Party Services. DIRECTV does not investigate, monitor, represent, endorse, guarantee, or assume responsibility for Third Party Services. DIRECTV reserves the right in its sole discretion to restrict or deny access to any Third Party Services. DIRECTV shall have no liability to you arising out of, and is not responsible in any way for, your connection to, access to, or use (or misuse) of the any Third Party Services. DIRECTV is not responsible for any harm or losses arising from or relating to your connection to, access to, or use of any Third Party Services. For customer service, repairs, questions, and other support regarding Third Party Services, you should contact the provider of the Third Party Service.

8. DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

8.1 Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 800.288.2020. In the unlikely event that DIRECTV's customer service department is unable to resolve a complaint you may have to your satisfaction (or if DIRECTV has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, DIRECTV will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from DIRECTV to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), DIRECTV will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what DIRECTV has offered you to settle the dispute.

8.2 Arbitration Agreement

- (1) DIRECTV and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and

• claims that may arise after the termination of this Agreement.

References to "DIRECTV," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Service(s), Equipment or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individualized action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and DIRECTV are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

- (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to DIRECTV should be addressed to: DIRECTV LLC, Consumer Arbitration Demand, P.O. Box 915, El Segundo, CA, 90245 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If DIRECTV and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or DIRECTV may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by DIRECTV or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or DIRECTV is entitled. You may download or copy a form Notice and a form to initiate arbitration at att.com/arbitration-forms
- (3) After you have commenced arbitration, DIRECTV will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, DIRECTV will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. If the AAA is unavailable, the parties shall agree to another arbitration provider or the court shall appoint a substitute. The AAA Rules are available online at adr.org, by calling the AAA at 800.778.7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless DIRECTV and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, DIRECTV will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse DIRECTV for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- (4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of DIRECTV's last written settlement offer made before an arbitrator was selected, then DIRECTV will:
- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness
 fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration
 ("the attorney premium").

If DIRECTV did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceedings and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws DIRECTV may have a right to an award of attorneys' fees and expenses if it prevails in arbitration, DIRECTV agrees that it will not seek such an award.
- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND DIRECTV AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and DIRECTV agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from arbitration and may be brought in court.
- (7) Notwithstanding any provision in this Agreement to the contrary, we agree that if DIRECTV makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

9. MISCELLANEOUS

- (a) <u>Notice</u>. Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via internet to the e-mail address you provided us or sent via satellite to your receiver or delivered when a voice message is left at the telephone number on your account. Your notices to us will be deemed given when we receive them at the telephone number on the first page of this Agreement.
- (b) <u>Applicable Law.</u> The interpretation and enforcement of this Agreement and any disputes related to your agreements or service with DIRECTV shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. This Agreement is subject to

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Terms of Service - Legal Policy Center - AT&T

modification if required by such laws. Notwithstanding the foregoing, Section 8 shall be governed by the Federal Arbitration Act.

- (c) <u>Assignment of Account.</u> We may assign your account or this Agreement and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of DIRECTV's assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.
- (d) Other. This Agreement, the Equipment Lease Agreement and Landlord Approval Form and any other lease, activation, programming or service commitment agreement that you entered into in connection with obtaining the Service or the Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid that provision will be deleted or modified to the extent necessary, and the rest of the Agreement will remain enforceable.
- (e) English Language. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

THANK YOU.

Exhibit C

Electronically Filed - St Louis County - August 09, DIRECTV Genie HD DVR - Our Most Advanced DVR Ever Sports Packages Premium Networks **DIRECTV Technology** Get DIRECTV genie. Our most adv HD DVR. E

Power your whole home

With one Genie HD DVR, ¹ your whole family can enjoy their favorite shows in any room, on virtually any device. You can also record up to 5 shows at once, and store up to 200 hours of HD entertainment to watch later. Our all-included packages include monthly equipment fees for an HD DVR.







Your favorites on your schedule

Genie lets you watch select shows that have aired in the last 72 hours and restart live TV, so even if you're running late you'll never miss a scene.

Features available on select channels/programs.Internet-connected HD DVR (model HR20 or later) required.

Keep the shows. Lose the extra



The Revenant Now playing on HBO®

equipment.

Genie Mini or Wireless Genie Mini lets you enjoy all your entertainment and full HD DVR in additional rooms without seeing extra equipment.2



Watch up to 8 channels on one channel

Mix Channels on DIRECTV bring you up to 8 sports broadcasts on one beautiful HD channel. You also get dedicated Mix Channels for NFL (with NFL SUNDAY TICKET) and golf and tennis majors.



Summon your teams on command

With the Genie Sports feature, you can find tune-in info for all your favorite sporting events in one location, at the press of a button.



Replace your remote

We've got everything you need to get a new Genie remote, so all you need to worry about is what you want to watch.



See multiple channels at once

Watch 2 channels on 1 screen with Picture-in-Picture to keep your eye on your favorite shows and sports at the same time. You can even watch them side by side.³

Shop DIRECTV

®

Electronically Filed - St Louis County - August 09, 2018 - 05:12 PM

ALL DIRECTV OFFERS REQUIRE 24-MO. AGREEMENT. ADD'L FEES APPLY. New approved residential customers only (equipment lease req'd). Credit card req'd (except MA & PA). Pro-rated ETF fees (up to \$480) and Equipment Non-Return fees apply.

GENIE HD DVR UPGRADE OFFER: Includes instant rebates on one Genie HD DVR and up to three Genie Minis. Req's SELECT Pkg or above; ÓPTIMO MÁS Pkg or above; or qual. int'l svc bundle with PREFERRED CHOICE. \$99 fee applies for Wireless Genie Mini upgrade. Whole-Home HD DVR functionality req's an HD DVR connected to one television and a Genie Mini, H25 HD Receiver(s) or a DIRECTV Ready TV/Device in each additional room. Limit of three remote viewings per HD DVR at a time. Visit directv.com/genie for complete details.

¹Additional equipment required. Additional & advanced receiver fees apply.

2Not available on primary television, which must be connected to Genie HD DVR. Actual range of wireless signal varies and may be affected by several factors including, but not limited to: home construction materials, obstructions, electromagnetic interference, and other environmental factors. Connections of Wireless Genie Mini to TV and power source are required. For residential use in a single household only.

³Picture-in-Picture is available only on the TV directly connected to the Genie HD DVR. Opt-in to Genie Recommends required. Icon displays when feature is available.

More Home Services

Ver en español

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DIRECTV Genie HD DVR - Our Most Advanced DVR Ever

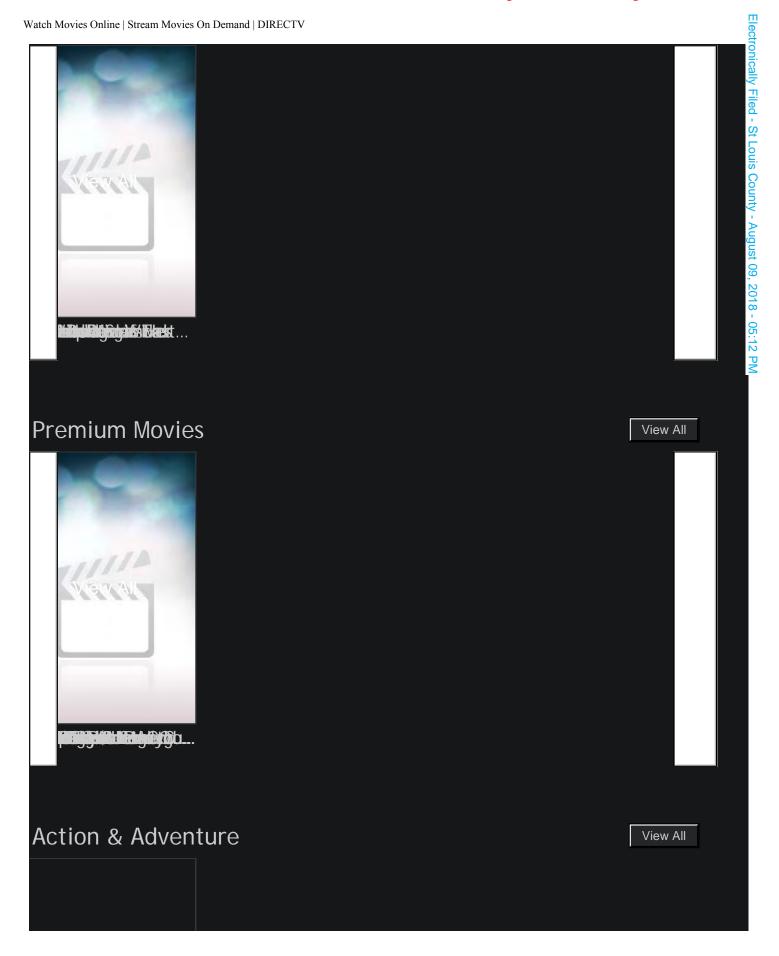
Case: 4:18-cv-01453-RLW Doc. #: 1-1 Filed: 08/29/18 Page: 140 of 190 PageID #: 150

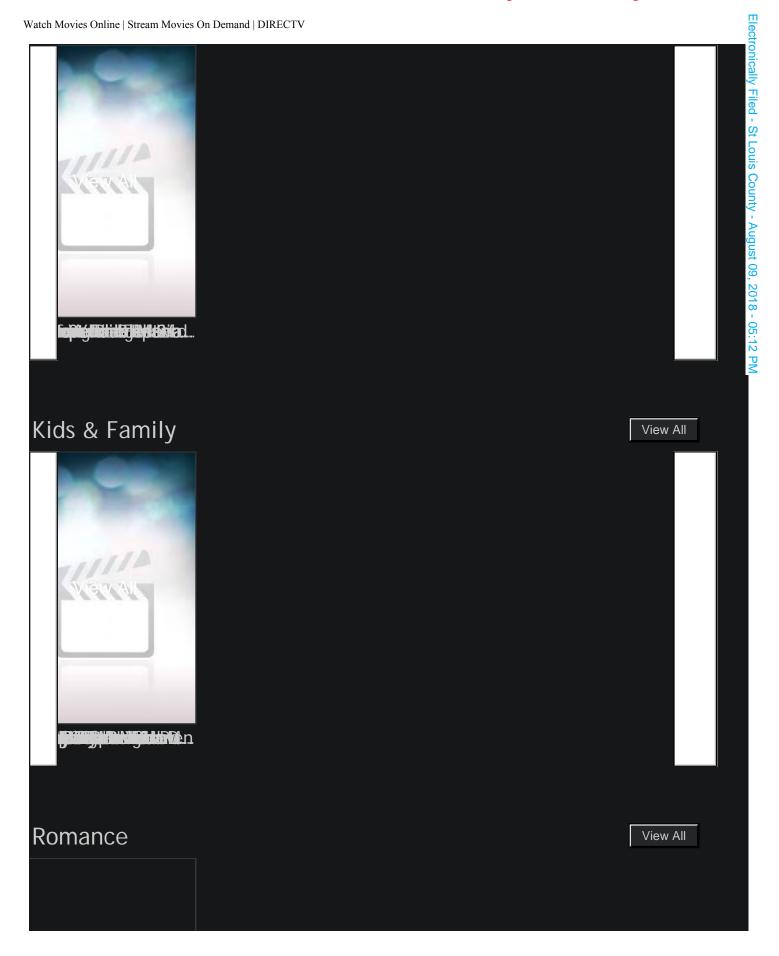
DIRECTV Genie HD DVR - Our Most Advanced DVR Ever

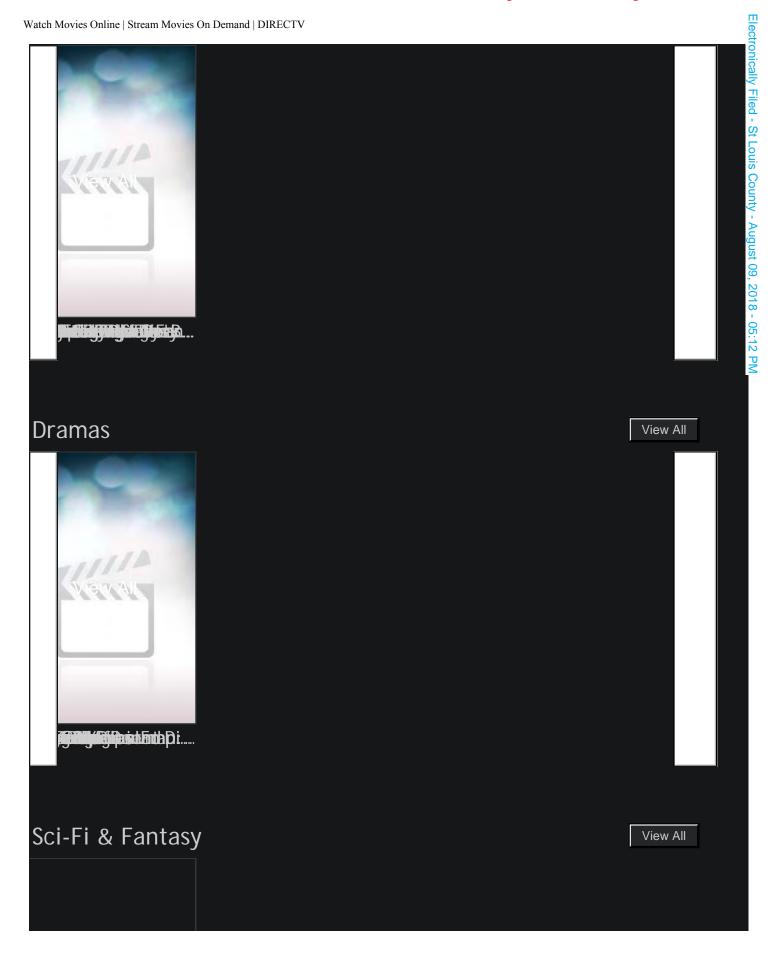
Exhibit D

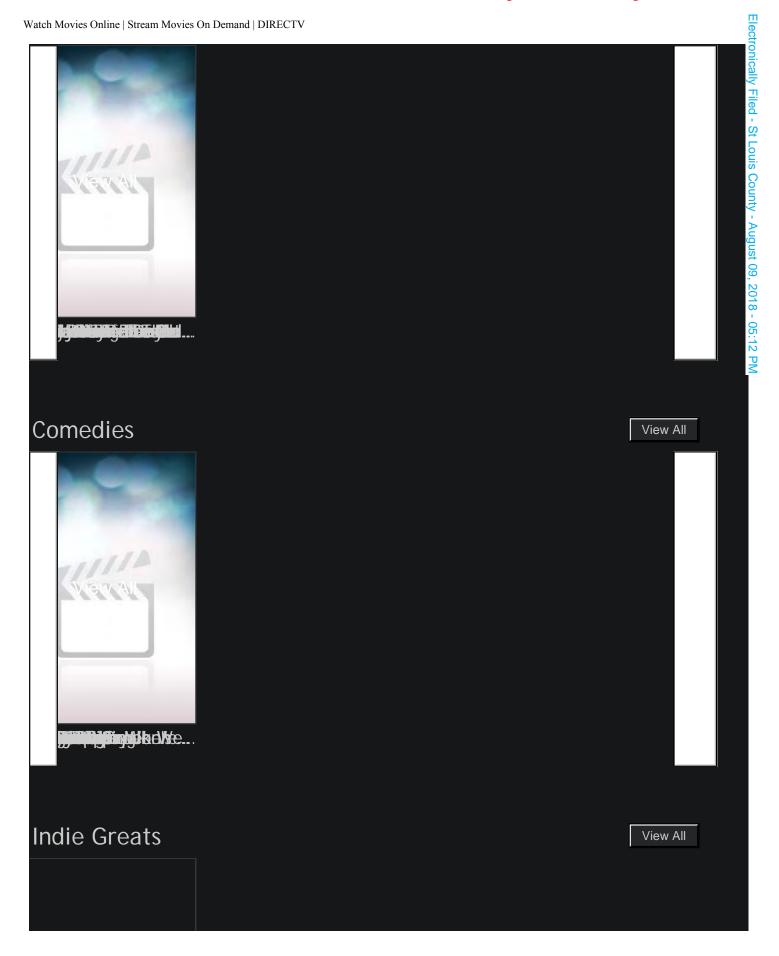
Electronically Filed - St Louis County - August 09, 2018 - 05:12 PM Watch Movies Online | Stream Movies On Demand | DIRECTV Summer Sale View All **Gident Babylof Utlle Julime** Free Movies View All Movies to Buy View All

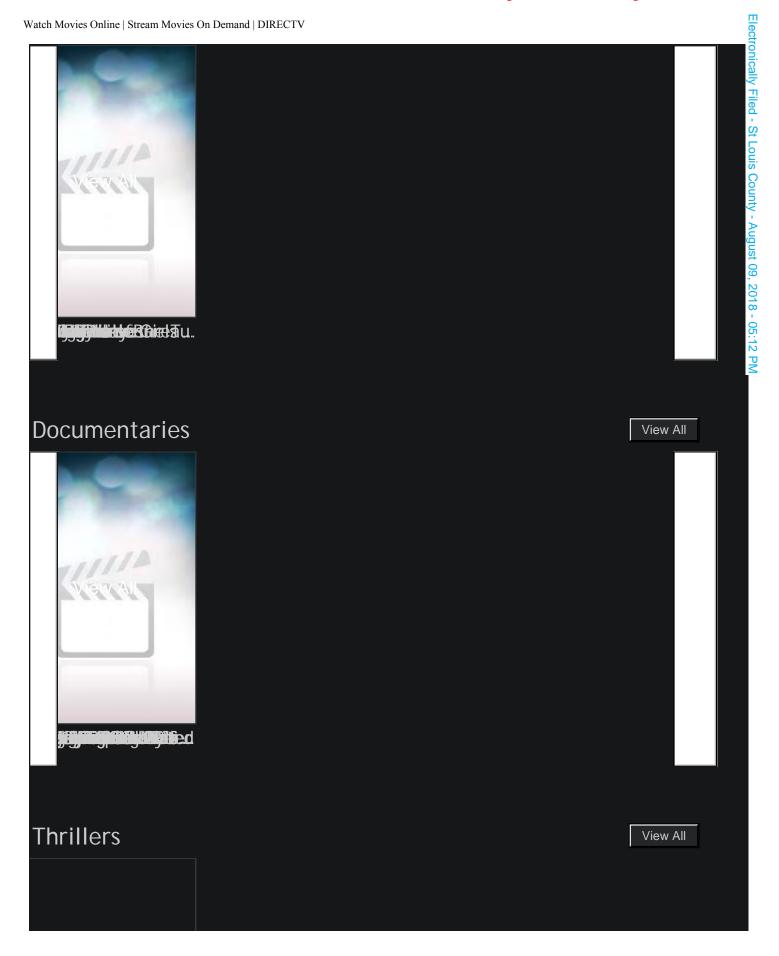
Electronically Filed - St Louis County - August 09, 2018 - 05:12 PM Watch Movies Online | Stream Movies On Demand | DIRECTV Movies On Now View All Diva Moments View All













Hot Summer Nights



Shock and Awe



Escape Plan 2: Hades



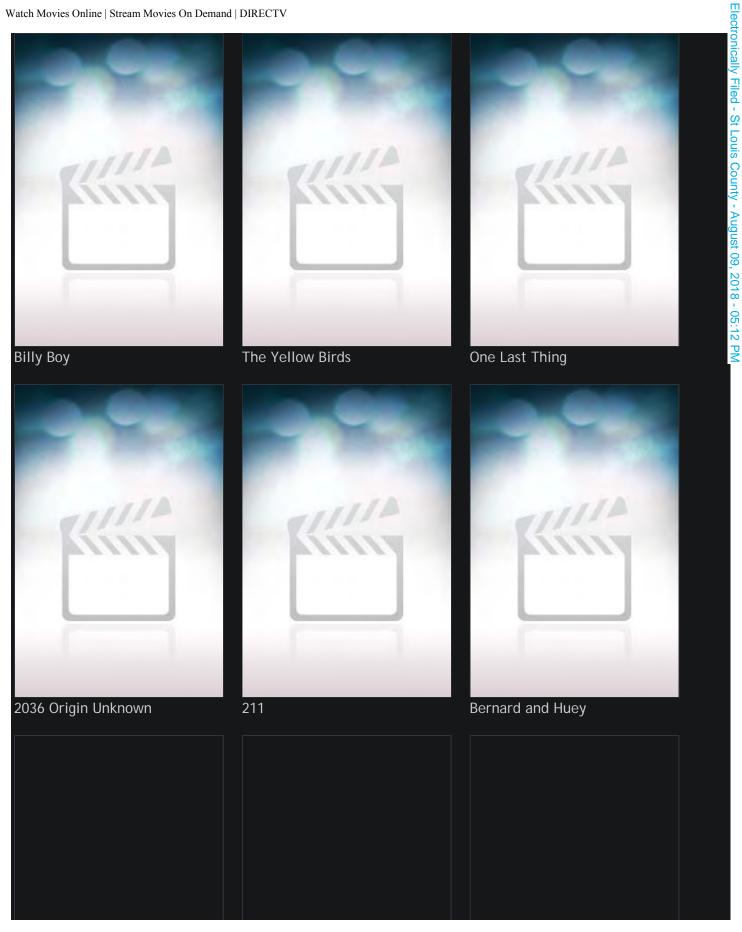
Woman Walks Ahead

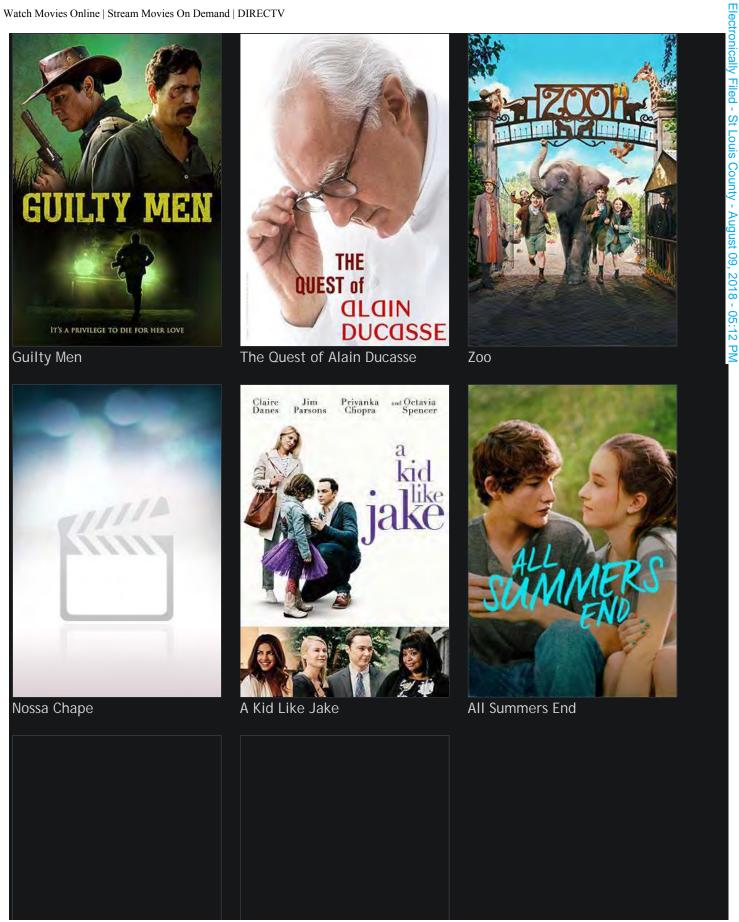


Distorted



Affairs of State





Watch Movies Online | Stream Movies On Demand | DIRECTV

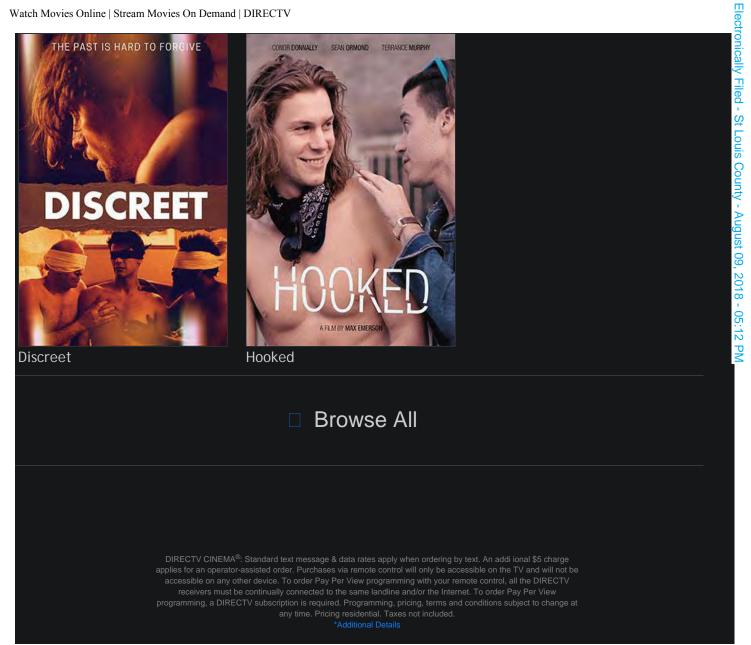


Exhibit E

PS

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Screen Captures from 06/29/2018: http://www.dishanywhere.com/faqs

desh Value Technology Service Compare OFFERS Call DISH 1-844-265-8726

Get 190 channels for \$59.99 with a Smart DVR Included + Free Voice Remote

Get DISH

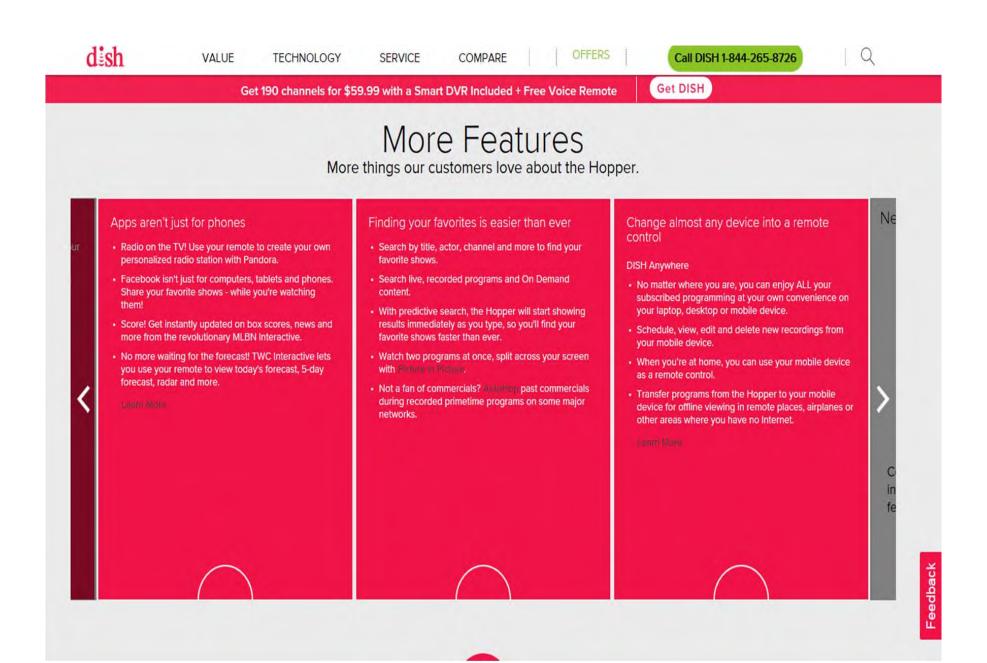
More Features

More things our customers love about the Hopper.



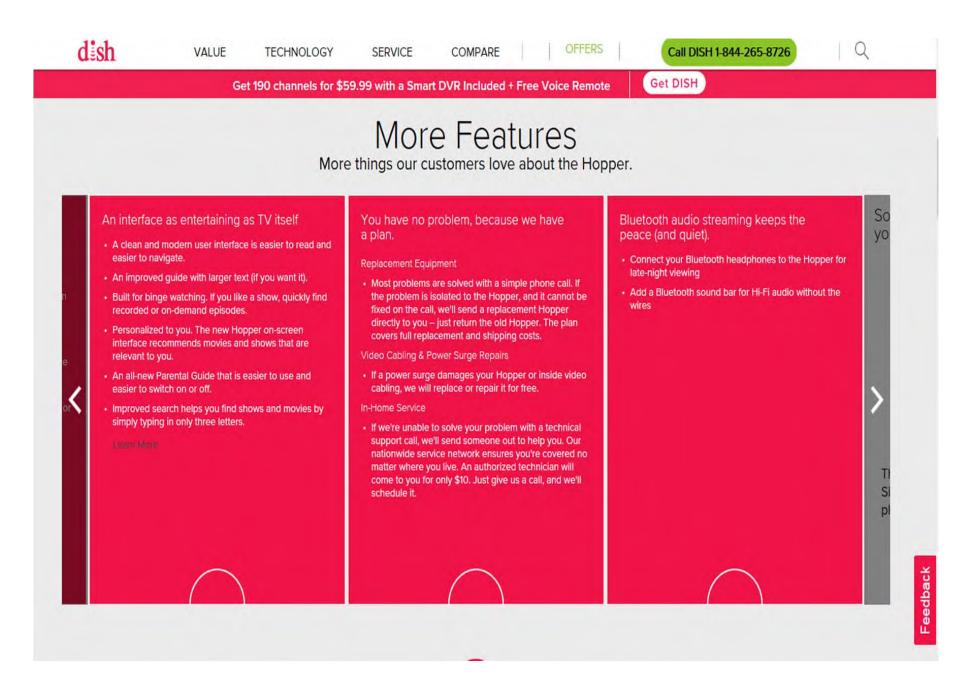
Case: 4:18-cv-01453-RLW Doc. #: 1-1 Filed: 08/29/18 Page: 157 of 190 PageID #: 167

Screen Captures from 06/29/2018: http://www.dishanywhere.com/faqs

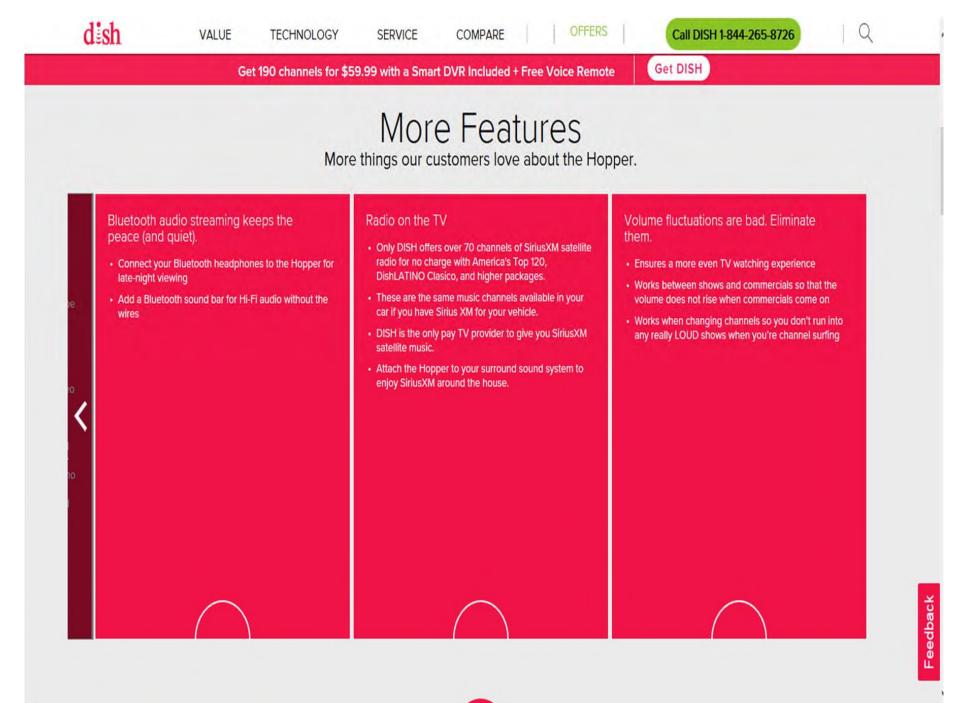


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Screen Captures from 06/29/2018: http://www.dishanywhere.com/fags

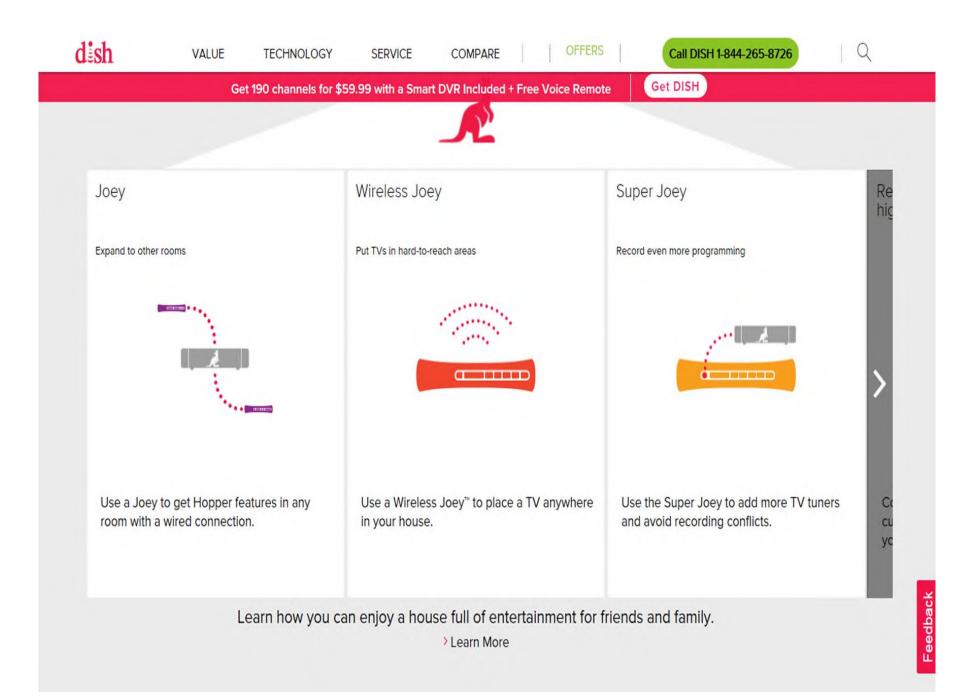


Screen Captures from 06/29/2018: http://www.dishanywhere.com/faqs



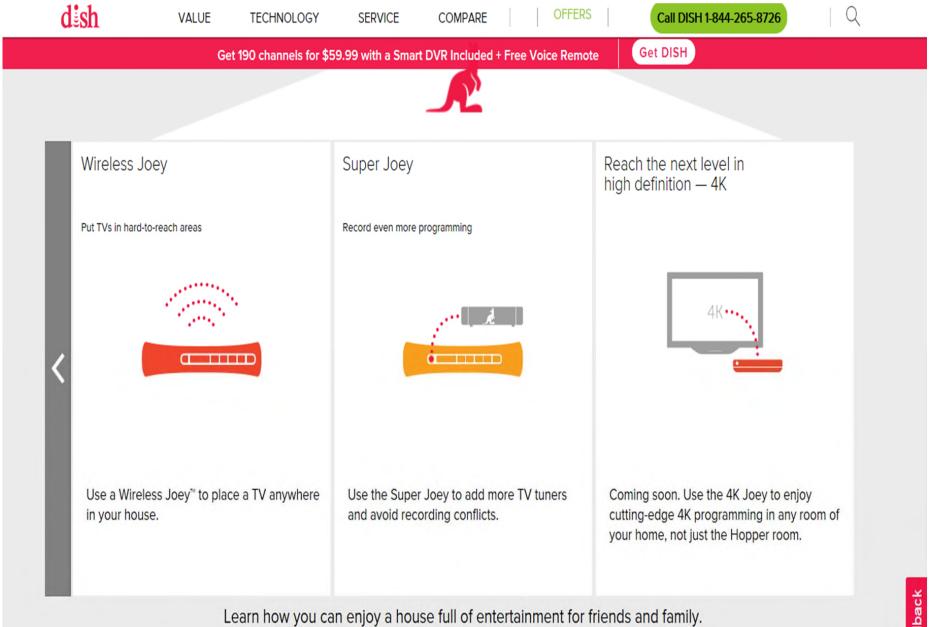
Case: 4:18-cv-01453-RLW Doc. #: 1-1 Filed: 08/29/18 Page: 160 of 190 PageID #: 170

Screen Captures from 06/29/2018: http://www.dishanywhere.com/faqs



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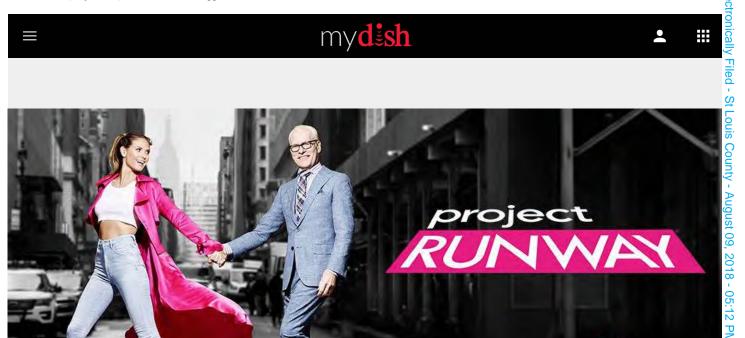
Screen Captures from 06/29/2018: http://www.dishanywhere.com/faqs



Learn More

https://www.dish.com/

Exhibit F



Get Connected, Get More

Connect your equipment to the internet and get instant access to thousands of TV episodes and movies On Demand, mobile viewing using DISH Anywhere, and popular apps like Netflix – all for free!

Get Connected

Thousands of Shows and Movies On Demand



Thousands of Shows and Movies On Demand



Hopper Apps



LIFETIME

In the era of peak TV, it's almost impossible to watch everything live. Not to worry – with an internet-connected receiver, you can watch missed episodes, catch up on an entire season, or check out the newest shows and movies from the networks you already subscribe to. With a premium subscription, you can finally brush up on old favorites like *The Sopranos*, *Dexter*, and *Party Down*.

See More Demand Content

Get access to popular apps now with your Hopper receiver! Enjoy more movies, shows, and original series with your Netflix app.
Listen to all your favorite music with Pandora. Find exciting sporting events with our own Game Finder app. Access customer support and view or pay your bill 24/7 from your remote.

Learn More About Netflix on DISH

Transform your computer, smartphone, or tablet into your TV and enjoy the comfort of home from anywhere! Only DISH lets you enjoy all your live channels, everything on your DVR, and thousands of On Demand titles to always keep you entertained.

Viewing DVR recordings requires an internet-connected, Sling-enabled DVR and compatible mobile device. On Demand title availability varies based on your programming subscription.

Learn More About DISH Anywhere dishanywhere.com

Exclusive On Demand Movies





Connecting a Hopper 3 or Hopper with Sling

- If you have wireless internet, getting connected is simple and requires no wires. Click the link below for step-by-step instructions, select your remote, and expand "Using Wi-Fi with Internal Wireless."
- If your internet router is next to your Hopper receiver, then all you have to do is plug in an Ethernet cord. For step-bystep instructions select your remote, and expand "Using Ethernet Cable."

Step-by-step instructions



Connecting a Hopper

- If your internet router is next to your Hopper receiver, then all you have to do is plug in an Ethernet cord. Click the link below for step-by-step instructions, select your remote, and expand "Using Ethernet Cable."
- If your internet router is not close to your Hopper receiver but you have wireless internet, getting connected with a Wireless Adapter is simple and requires no wires. Order a Wireless Adapter (WiFi BB Connector)

Step-by-step instructions



Connecting Other HD DVRs

- If your internet router is next to your HD DVR, then all you have to do is plug in an Ethernet cord.
- If your internet router is not close to your HD DVR, but you have wireless Internet, getting connected with a Wireless Adapter is simple and requires no wires. Order a Wireless Adapter (WiFi BB Connector)

Step-by-step instructions

HBO® and related channels and service marks are the property of Home Box Office, Inc. Cinemax® and related channels and service marks are the property of Home Box Office, Inc. SHOWTIME and related marks are trademarks of Showtime Networks Inc., a CBS Company. Programming subject to change. STARZ® and related channels and service marks are the property of Starz Entertainment, LLC. Visit starz.com and encoretv.com for airdates/times. Netflix streaming membership required. Netflix is available in select countries. Streaming membership required. More information at www.netflix.com. Offer available to new members and limited to one free trial per household. Broadband Internet and device that streams from Netflix required. HD availability subject to your Internet service and device capabilities. Not all content available in HD. © 1997-2017 Netflix, Inc.



At DISH, we want to hear what you have to say!

Contact Us | Support | dishLATINO | DISH Media Sales | Business Owners | Accessibility

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Exhibit G



Guide DVR Shows Movies Sports Networks My Purchases



Find Movies, Shows, Celebs, Teams...

FREQUENTLY ASKED QUESTIONS

OVERVIEW

» What is DISH Anywhere?

DISH Anywhere is an online video site that allows you to instantly watch thousands of TV shows, movies, and clips on your computer – **all for free!**

DISH customers can log in to unlock even more content from the networks they subscribe to at home, including HBO, Starz, TNT, and more.

Plus, DISH customers can enjoy these advanced features:

- Program your DISH DVR from anywhere
 - Whether on your couch or away from home, DISH Anywhere is the easiest way to search for programs and schedule recordings of your favorite shows all from your computer.
- Your TV on Your Computer

Take your home TV with you wherever you go. With the award-winning Hopper With Sling DVR or the Sling® Adapter, you can watch all of your live and recorded TV on DISH Anywhere – all your channels, everything on your DVR.

» Do I need to pay to use DISH Anywhere?

No! DISH Anywhere offers thousands of TV shows and movies available for free to all. DISH customers can log in with their DISH user ID and password to access even more:

- Unlock premium content from networks you already subscribe to at home through your DISH service.
- Search the guide and schedule DVR recordings all online.
- » What will I need to access the advanced features of DISH Anywhere?

To Unlock Premium Content:

You must be a DISH customer and log in with your DISH user ID and password. The networks you subscribe to at home will then "unlock" giving you access to watch them online.

To Schedule DVR Recordings:

You must have a DVR on your DISH account. Once you log in with your DISH user ID and password, ensure your DVR is selected in the upper right corner.

To Watch My Live TV and DVR Recordings:

You must have a Sling-enabled DVR - either the Hopper With Sling, ViP SlingLoaded 922 or a ViP 722 or 722k with a Sling Adapter. This DVR must also be connected to the Internet. Once you log in with your DISH user ID and

na In I	Feedback	

If you do not have a DISH user ID or are not subscribed to DISH services go to www.dish.com to set these up today!

Once you have completed this process you can log in to DISH Anywhere and enjoy premium content and features.

GETTING STARTED

» How do I log in to DISH Anywhere?

Simply click "Log in" at the top of the page and enter your DISH user ID and password. This is the same ID and password you would use to log into www.dish.com

If you are a DISH subscriber, but do not have a user ID and password, you can register your account online by entering your account details here

If you are not a DISH subscriber, we invite you to go to www.dish.com and see what you're missing out on. Remember, while everyone can use DISH Anywhere, only DISH subscribers can get access to the premium content and advanced features.

» How do I set parental controls on the site?

Once you are logged in on DISH Anywhere, click "My Account" at the top of the page near the DISH Anywhere logo.

On the My Account page, click "Parental Control Settings".

Select the movie and show ratings that you wish to block. You will need to create a passcode to save the changes. Remember your passcode as you will be asked to enter it every time you select a title to watch that exceeds the rating you have allowed. You will also need to enter this passcode to make any future changes to the Parental Control settings.

Note: Setting Parental Controls does not hide the content on the site, but the content will only play when you enter your passcode successfully.

WATCHING CONTENT

» What On Demand content is available on DISH Anywhere?

DISH Anywhere features over 20,000 full-length TV shows and movies from over 150 of the top networks including ABC, CBS, Bravo, and many more. Plus, we offer thousands of clips created especially for the Web.

DISH customers can log in to watch even more content from the networks they already subscribe to through their home DISH account – including HBO, Starz, A&E, TNT, TBS, and more.

To see the Networks available to you, click "Networks" under On Demand in the main menu.

» How do I find my favorite TV shows or movies?

If you have something specific in mind, use the Search feature in the upper right corner. Type in the show, movie, actor, or keyword, and view the results of the available content on DISH Anywhere.

» Can I download videos from DISH Anywhere?

DISH Anywhere currently does not support video downloads to your PC.

» Why can't I find a video that I previously watched on DISH Anywhere?

If you are receiving a message stating that a video is not found or is no longer available, it is likely because the video has expired.

As much as we'd love to keep all our videos available all the time, content providers will sometimes limit the length of time a video is available or ask us to expire a video. We will do our best to provide you with information on availability and warn you when a video is set to expire.

» Why are some episodes of shows not available?

The TV shows on DISH Anywhere are provided under licensing rules that can limit the number of episodes we can serve online and the length of time they are available on our site. If you can't find the episode you want, it might have expired; it's also possible that we have not yet made it available on the website.

» Why can't I view the content on DISH Anywhere outside of the United States?

Due to copyright restrictions, the online videos on DISH Anywhere are currently available only to users within the United States and it's territories. We would love to make our content available internationally and are working with our content providers to relax these restrictions.

While outside of the U.S., DISH customers with a DISH DVR can use DISH Anywhere to access their DVRs and schedule recordings.

» Why can't I view the content on DISH Anywhere on my mobile phone or tablet?

Dishanywhere.com is not optimized for mobile devices. Please download the free DISH Anywhere app for iPhone, iPad, Android and Kindle Fire HDX devices which supports live TV and DVR content viewing if you have a Slingenabled DVR. Even if you don't have a Slingenabled DVR you can still watch On Demand content, browse the program guide, schedule DVR recordings, and manage your DVR library.

» Where can I view My Purchased Content?

You will always be able to watch your purchased content on DISH Anywhere in the *My Purchases* section. Purchased content will also be available in *Video On Demand* on your DISH receiver. You can view your *Movies & Shows Purchase History* at mydish.com.

Please download the free DISH Anywhere app for iPhone, iPad, Android and Kindle Fire HDX devices.

HOW TOs

» How do I schedule DVR recordings on DISH Anywhere?

To view your DVR recordings, select "My Recordings" under DVR in the main menu. Find the recording you wish to delete and click the "x" button to the right of the title. For TV series recordings, you can either delete all, or delete individual episodes.

To edit your DVR timers, select "My Timers" under DVR in the main menu. Find the timer you wish to edit, then click "Timer Options" next to the title. A pop-up will appear that will allow you to adjust the timer settings. You may also delete the timer by clicking the "x" button to the right of the title.

Note: If you have multiple receivers, please ensure you have the correct DVR selected. The receiver selected can be seen in the upper right corner of the page. Click on the down arrow next to the receiver image to display all of the receivers associated with your DISH account. Select the one you wish to use from this list.

» How do I watch my Live TV and DVR recordings?

You must have a Sling-enabled DVR - either the Hopper With Sling, ViP SlingLoaded 922, ViP 722 or 722k with a Sling Adapter. This DVR must also be connected to the Internet. Once you log in with your DISH user ID and password, ensure your Sling-enabled DVR is selected in the upper right corner.

To watch Live TV, select "Live TV" in the main menu. A live stream of your home TV will begin playing. Use the controls on the player to change channels. You can also select "Guide" from the main menu. Click on a show title that is currently airing. A pop-up will appear. Select "Watch Online" to begin playing.

To watch DVR recordings, select "My Recordings" under DVR in the main menu. Find the recording you wish to watch and select the play button next to the title.

» How do I connect my DISH DVR to the Internet?

For detailed instructions, please visit www.mydish.com/support/getconnected

TROUBLESHOOTING

» How do I resolve log in issues?

If you are having trouble logging in, please try the following steps:

- 1. Check to make sure you have registered your DISH account and have created a DISH user ID and password.
- 2. Verify you are entering both your ID and password correctly. Bear in mind that the password is case sensitive.
- 3. If you are still experiencing difficulties logging in, please get in touch with one of our chat agents by clicking on the "Chat Support" button at the top of the page. Chat agents are available from 7 AM to 2 AM EST.
- » What are the DISH Anywhere system requirements?

Network and Bandwidth

We recommend a upstream and downstream bandwidth of 3Mbps or higher for the smoothest playback experience.

You can test your bandwidth here. To initiate the speed test, select an icon on the map that is closest to your

geographic location and click "Begin Test". Once complete, your downstream bandwidth is displayed in the DOWNLOAD box.

Operating System

Microsoft Windows 7 or above

Macintosh OS X 10.9 or above

Recommended Browsers

We actively support the last two production versions of the following browsers:

Google Chrome

Mozilla Firefox

Microsoft Internet Explorer

Microsoft Edge

Apple Safari

JavaScript and cookies must also be enabled.

Plug-ins

Adobe Flash Player 11.0 or above.

» Why am I having problems watching online video on my computer?

A video is not playing for me. Why might this be?

1. Your browser may not be supported. Make sure you are using one of the recommended browsers. These include:

Google Chrome

Mozilla Firefox

Microsoft Internet Explorer

Microsoft Edge

Apple Safari

- 2. Your Flash plug-in might not be up-to-date. You will need Adobe Flash Player 11.0 or above. Download it here.
- 3. Are you viewing from outside the United States? Currently, the online videos on DISH Anywhere are only available to users within the United States due to copyright restrictions. We would love to make our content available internationally, and are working with our content providers to ease these restrictions.

I'm experiencing problems with my audio.

Here are some troubleshooting tips:

- 1. Verify that your player is not muted by clicking the speaker icon.
- 2. Verify that your computer speaker volumes and settings are correctly set.
- 3. Verify that other media speakers such as Windows Media Player or QuickTime can output audio. Then restart the browser and try watching DISH Anywhere videos again.

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- Watchlist
- FAQs
- Chat Support^{NEW}
- Terms of Use
- Privacy Policy
- Get DISH
- Pay My Bill

http://www.dishanywhere.com/faqs[6/29/2018 8:39:41 AM]

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY

CITY OF CREVE COEUR, Plaintiff, V. DIRECTV, LLC et al., Defendant. STATE OF MISSOURI Cause No. 18SL-CC02821 Defendant.

CORRECTED ENTRY OF APPEARANCE

COME NOW Carl J. Lumley and Curtis, Heinz, Garrett & O'Keefe, P.C., and hereby enter their appearance on behalf of Plaintiff, City of Creve Coeur, in connection with the above-styled proceeding.

CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.

By:

CARL J. LUMLEY, #32869
Attorneys for The City of Creve Coeur
130 S. Bemiston, Suite 200
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(314) 725-8788
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served via the Court's electronic filing system this 10 day of August, 2018.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

CITY OF CREVE COEUR, MISSOURI, on behalf of itself and all)
others similarly situated,	ý
DL: :: CC.) No. 18SL-CC02821
Plaintiffs,) Div. 17 /
v.	
DIRECTV, LLC, DISH NETWORK CORP.,	? [law]
and DISH NETWORK L.L.C.,	}
Defendants	•

FIRST AMENDED PETITION FOR DECLARATORY JUDGMENT AND OTHER RELIEF

COMES NOW Plaintiff, City of Creve Coeur, Missouri, on behalf of itself and all others similarly situated, and for its First Amended Petition for Declaratory Judgment and Other Relief, states as follows:

INTRODUCTION

- 1. Since 2007, several providers of video service, such as cable companies, have remitted fees to Missouri municipalities under the 2007 Video Services Providers Act, sec. 67.2675, RSMo, et seq., and local ordinances (hereafter "video-service-provider fee(s)"). Defendants DIRECTV, LLC, DISH Network Corp., and Dish Network L.L.C. (collectively "Defendants") provide video programming to customers in Missouri municipalities. But Defendants have not been paying video-service-provider fees, which deprives Missouri municipalities of much-needed revenue.
- 2. The 2007 Video Services Providers Act applies to Defendants just as it applies to other video-service providers. The 2007 Act defines "video service" as "the provision of video programming provided through wireline facilities located at least in part in the public right-of-

way without regard to delivery technology, including internet protocol technology whether provided as part of a tier, on demand, or a per-channel basis." Sec. 67.2677(14), RSMo. Many of Defendants' services require a subscriber to be connected to the internet, and they often use the internet to stream video programming to customers' internet-connected devices. By relying on an internet connection for their services, Defendants use internet wireline facilities located at least in part in the public right-of-way. Therefore, Defendants are video-service providers within the meaning of the Act, and they should be paying video-service-provider fees on their gross revenues.

3. Plaintiff Creve Coeur, on behalf of itself and other Missouri municipalities, seeks to require Defendants to abide by the Act and to pay their fair share of fees owed to these municipalities – as should all providers of video service.

PARTIES, JURISDICTION, AND VENUE

- 4. The City of Creve Coeur, Missouri ("Creve Coeur" or "Plaintiff") is a lawfully existing Missouri municipal corporation and home rule charter city within the meaning of Mo. Const. art. VI, sec. 19, sec. 82.010, RSMo, et seq., and all other applicable laws, and it has been at all times during the preceding five years. Creve Coeur is located in St. Louis County, Missouri.
- 5. Pursuant to Missouri's 2007 Video Services Providers Act, Plaintiff is authorized to, and does, collect fees from certain video-service providers operating in Creve Coeur. Sec. 67.2689, RSMo. Specifically, Creve Coeur's code of ordinances states: each "video service provider shall pay to the City a video service provider fee in the amount of five percent (5%) of the provider's gross revenues on or before the last day of the month following the end of each calendar quarter." Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1).

- 6. Defendant DIRECTV, LLC ("DIRECTV") is a California limited liability company with a registered agent in this County. It is a subsidiary of AT&T, Inc. DIRECTV does business in Missouri and has done so at all times during the preceding five years.
- 7. Defendant DISH Network L.L.C. is a Colorado limited liability company.

 Defendant DISH Network Corp., a Nevada corporation, is the parent company of DISH Network L.L.C. DISH Network L.L.C. and DISH Network Corp. will collectively be referred to as "DISH" throughout this petition. While DISH does business in Missouri and has done so at all times during the preceding five years, neither of these DISH entities has registered to do business in Missouri.
- 8. This Court possesses subject-matter jurisdiction under Mo. Const. art. V, sec. 14 (circuit courts "have original jurisdiction over all cases and matters, civil and criminal"), and to enforce Defendants' obligation to pay video-service-provider fees under Missouri's 2007 Video Services Providers Act.
- 9. This Court possesses personal jurisdiction under sec. 506.500.1 of Missouri's long-arm statute, because the cause of action arises from Defendants' transaction of business within this State.
- 10. Venue is proper under sec. 508.010.2, RSMo, because Plaintiff resides in St.

 Louis County, the complained of actions occurred in this County, and Defendants can be found, do business, or have a registered agent in this County.

CLASS ACTION ALLEGATIONS

This action is brought by Plaintiff pursuant to Missouri Supreme Court Rule52.08 on behalf of itself and all other Missouri political subdivisions similarly situated, to wit: all

Missouri political subdivisions that collect video-service-provider fees, and in which Defendants have provided or continue to provide video service.

- 12. The proposed class includes at least 40 Missouri municipalities, many of which are small with very limited resources. The class members, and in particular smaller jurisdictions, have limited staffs and budgets, with little or no funds available for litigation of this nature. The class is so numerous that joinder of all members is impracticable.
- 13. There are questions of law or fact common to the class, including whether Defendant provides video service within class members' geographic areas, whether Defendants generate gross revenues from such operations, and whether such gross revenues are subject to video-service-provider fees.
- 14. The claims asserted by Plaintiff are typical of the claims of the class in that their statutory authority and fees are largely identical, and the interpretation and application of the applicable statutes and ordinances will be similar for all class members.
- 15. Plaintiff will fairly and adequately protect the interests of class members in that their interests are aligned, and Creve Coeur has been found fit to represent a municipal class in similar circumstances. Plaintiff has also retained counsel competent and experienced in classaction litigation, including municipal class actions.
- 16. The prosecution of separate actions by individual class members would create a risk of: a) inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for Defendants; and b) adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

- 17. Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief with respect to the class as a whole.

 Defendants have conducted business as if the video-service-provider fees do not apply to their business(es) or their gross revenues, so they have failed or refused to pay video-service-provider fees.
- 18. Further, questions of law or fact common to class members (e.g., whether Defendants provide video service within class members' geographic areas, whether Defendants generate gross revenues from such operations, and whether the gross revenues from such operations are subject to video-service-provider fees) predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

FACTUAL ALLEGATIONS

- 19. Defendants provide paid video programming service to customers who use the service to view television shows, movies, documentaries, and other programming.
- 20. DIRECTV has over 20 million U.S. subscribers, including customers in Creve Coeur and other class members.
- 21. DISH has over 13 million subscribers, including customers in Creve Coeur and other class members.
- 22. DIRECTV and DISH compete directly with other video-service providers, offering video programming comparable to that provided by cable companies and television-broadcast stations.
- 23. DIRECTV and DISH offer packages of video service. The services include a mixture of live programming, premium channels like HBO, SHOWTIME, STARZ and Cinemax,

and "on demand" video service. Subscribers to Defendants' services have a unique account that facilitates their paid access to the services, which are not offered for free to the general public.

- 24. Over the past decade, DIRECTV and DISH have transformed their businesses and method of delivery. They no longer deliver video programming just via satellite, as they also rely on the internet to deliver their video services.
- 25. For example, DIRECTV offers a proprietary DVR called the "DIRECTV Genie." It allows subscribers to record five shows at once, and it recommends shows based on past viewing preferences. To receive all its video services, it must be connected to the internet. *See* Exhibit A; *see also* Exhibit B ("For optimal performance of your Leased Equipment, including ordering with your remote control or receiving certain Services, your Leased Equipment must be directly connected to the same land-based telephone line or internet connection.").
- 26. "Genie lets you watch select shows that have aired in the last 72 hours and restart live TV, so even if you're running late you'll never miss a scene." This feature, however, requires an "[i]nternet-connected HD DVR." Exhibit C.
- 27. DIRECTV also offers the ability to watch thousands of television shows and movies "on demand," meaning the subscriber chooses when to watch the show or movie. This often requires not only a DVR such as the DIRECTV GENIE, but also "broadband Internet service with speeds of 750 kbps or higher and a network router with an available Ethernet port." See Exhibit D.
- 28. Similarly, DIRECTV allows subscribers to view movies through "Pay Per View" programming. "To order Pay Per View programming with your remote control, all the DIRECTV receivers must be continually connected to the same landline and/or the Internet." See id.

- 29. Customers can even watch DIRECTV's programming on internet-connected devices such as mobile phones and iPads through DIRECTV's DIRECTV App and Sunday Ticket App. These applications use the internet to stream DIRECTV's programming to mobile devices.
- 30. Further, DIRECTV offers a stand-alone service called DIRECTV NOW that relies exclusively on streaming video programming over the internet. DIRECTV NOW has over one million subscribers. The service requires no satellite dish, no hardware, and no installation. Instead, it uses internet-connected devices—electronic devices like streaming media players (e.g., Roku, Chromecast, or Apple TV), smartphones, and tablets—that have software allowing DIRECTV NOW to deliver content over the internet.
- 31. DIRECTV offers DIRECTV NOW in Plaintiff's and class members' geographic areas. Depending on the package selected, DIRECTV NOW allows subscribers to watch up to 120+ live TV channels and more than 25,000 On Demand shows and movies.
- 32. DISH has evolved in a similar fashion. It offers an advanced DVR called the Hopper. "An Internet-connected Hopper is an even more powerful Hopper." Connecting the Hopper to the internet allows customers to "[e]njoy On Demand programming whenever it's convenient"; "[o]rder special pay-per-view events through your TV without making a phone call"; interact with internet apps; and pay bills through the TV. See Exhibit E.
- 33. Similarly, "[c]onnect[ing] your equipment to the internet" allows "instant access to thousands of TV episodes and movies On Demand, mobile viewing using DISH Anywhere, and popular apps like Netflix." As DISH emphasizes in its marketing, "In the era of peak TV, it's almost impossible to watch everything live," but "with an internet-connected receiver, you can

watch missed episodes, catch up on an entire season, or check out the newest shows and movies." See Exhibit F.

- 34. DISH's "DISH Anywhere" service allows a customer to view programming anywhere, but it too requires the internet and internet-connected devices. DISH Anywhere is "an online video site that allows [customers] to instantly watch thousands of TV shows, movies, and clips." Exhibit G. It allows a customer to transform a "computer, smartphone, or tablet into your TV and enjoy ... all your live channels, everything on your DVR, and thousands of On Demand titles." *See* Exhibit F.
- 35. To watch live programming or DVR recordings through DISH Anywhere, not only must the customer's smartphone or tablet be connected to the internet, but the customer's "DVR must also be connected to the Internet." *See* Exhibit G.
- 36. DISH also has a stand-alone service called Sling TV that relies exclusively on streaming video programming over the internet. Sling TV has over two million subscribers. The service requires no satellite dish, no hardware, and no installation. Instead, it uses internet-connected devices—electronic devices like streaming media players (e.g., Roku, Chromecast, or Apple TV), smartphones, and tablets—that have software allowing Sling TV to deliver content over the internet.
- 37. DISH offers Sling TV in Plaintiff's and class members' geographic areas. Sling TV allows subscribers to watch both live TV channels and on-demand shows and movies.
- 38. Although DIRECTV and DISH use the internet to deliver these services, these video services do not provide the actual access to the internet. Instead, the customer receives an internet connection through an internet-service provider. The internet-service provider supplies

an internet account and a physical means to connect to the internet (such as a modem), which allows customers to access the internet.

- 39. Customers typically use a broadband internet connection when using DIRECTV's or DISH's services. In Creve Coeur, common providers of broadband internet service include Charter Communications and AT&T. These broadband internet connections rely upon wireline facilities located in the public right-of-way to bring internet service to customers.
- 40. In turn, this means that DIRECTV and DISH provide their video programming through wireline facilities located at least in part in the public right-of-way because they use these broadband internet connections when they rely upon internet-connected devices to deliver services and programming. These wireline facilities are used by DIRECTV's and DISH's customers to interact with, communicate with, and navigate DIRECTV's and DISH's systems, and to arrange for and receive video programming such as "on demand" or live programming with or without additional programming available by satellite signal.
- 41. DIRECTV and DISH are thus video-service providers within the meaning of Missouri's 2007 Video Services Providers Act, which defines "video service" as "the provision of video programming provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including internet protocol technology whether provided as part of a tier, on demand, or a per-channel basis." Sec. 67.2677(14), RSMo. Further, DIRECTV and DISH are not a commercial mobile service provider as defined by 47 U.S.C. § 332(d), and they are not providing video programming solely as part of a service that enables users to access content, information, electronic mail or other service offered over the public Internet.

42. Upon information and belief, DIRECTV and DISH provide paid video service within Creve Coeur's and other class members' geographic areas. DIRECTV and DISH have failed to comply with Missouri's 2007 Video Services Providers Act by failing to give notice of intent to provide service to Creve Coeur and other class members, and failing to pay the required video-service-provider fees to Creve Coeur and other class members.

COUNT I – DECLARATORY JUDGMENT, INJUNCTIVE RELIEF AND AN ACCOUNTING

- 43. Plaintiff repeats, re-alleges and incorporates by reference paragraphs 1-42 of this Petition as if more fully set forth herein.
- 44. DIRECTV and DISH are engaged in the business of providing video service within Plaintiff's and other class members' geographic areas within the meaning of Missouri's 2007 Video Services Providers Act, sec. 67.2675, RSMo, *et seq.* DIRECTV and DISH derive gross revenues from their business, and they have engaged in such business and derived gross revenues (as defined by sec. 67.2677, RSMo) from that business at all times during the preceding five years.
- 45. Defendants have failed and refused to pay video-service-provider fees to Plaintiff as required by the 2007 Act and by Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1). Further, Defendants have failed and refused to pay video-service-provider fees to class members as required by the Act and by similar code and ordinance provisions.
- 46. Defendants' competitors in the video-service market, such as Charter Communications, have paid and continue to pay video-service-provider fees to class members under the statutes, codes and ordinances that Defendants refuse to honor, despite such laws requiring fair and nondiscriminatory competition and regulation.
 - 47. A justiciable controversy exists between Plaintiff, Defendants and class members.

- 48. Plaintiff and class members do not have an adequate remedy at law. Defendants' violations of the Act and local codes and ordinances are continuing and, as such, Plaintiff and class members would be required to bring successive actions to enforce compliance and to collect unpaid fees.
- 49. Unless Defendants are enjoined from violating the Act and local codes and ordinances, Plaintiff and class members will suffer irreparable harm or injury. They are being deprived of revenues needed for public health, safety and welfare. In all probability, since Defendants intend to continue engaging in business in class members and deriving gross revenues from their business, Plaintiff and class members will continue to be deprived of videoservice-provider fees unless Defendants are so enjoined.
- 50. Defendants have a legal and fiduciary duty to keep and maintain accurate accounts and records "pertaining to gross revenues received from the provision of video services provided to consumers located within the geographic area" of Plaintiff and class members. *See* sec. 67.2691.2, RSMo.
- 51. Plaintiff has incurred and will continue to incur costs and attorneys' fees needed for the investigation and prosecution of these claims. Those attorneys' fees and other expenditures will result in a benefit to all members of the class, and Plaintiff's counsel should recover these fees and expenditures pursuant to applicable law.

WHEREFORE, Plaintiff, on behalf of itself and all Missouri political subdivisions similarly situated, prays that this Court:

A. Declare and adjudge that Defendants provide video service within the meaning of Missouri's 2007 Video Services Providers Act, sec. 67.2675, RSMo, et seq.;

- B. Declare and adjudge that Defendants have failed to comply with and owe video-service-provider fees under Missouri's 2007 Video Services Providers Act, Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1), and similar class member code and ordinance provisions for the preceding five years and for the duration of this litigation;
- C. Order an accounting of all monies that Defendants owe Plaintiff and class members, including interest and penalties;
- D. Enjoin and restrain Defendants from engaging in business within the boundaries of Plaintiff and class members and deriving gross revenues therefrom without paying the required video-service-provider fees;
- E. Award attorneys' fees, costs and expenses from the amount(s) recovered for the common benefit of the class; and
- F. Order such other and further relief as the Court deems just and proper under the circumstances.

COUNT II – UNJUST ENRICHMENT

- 52. Plaintiff repeats, re-alleges and incorporates by reference paragraphs 1-51 of this Petition as if more fully set forth herein.
- 53. Defendants have operated as video-service providers in the geographic areas of Plaintiff and other class members.
- 54. By not remitting video-service-provider fees, DIRECTV and DISH have received the benefit of doing business in Plaintiff and other class members without paying required fees, been aware that they were doing business without paying required fees, and accepted and retained this benefit under circumstances that are inequitable or unjust, i.e., by depriving Plaintiff

and other class members of monies due under the statutes, codes, and ordinances that Defendants refuse to honor.

WHEREFORE, Plaintiff, on behalf of itself and all Missouri political subdivisions similarly situated, prays that this Court:

- A. Declare and adjudge that Defendants' failure to pay video-service-provider fees as required by the 2007 Act, Creve Coeur Municipal Code, Chap. 635, Art. VI, Sec. 635.330(C)(1), and similar class member code and ordinance provisions caused Defendants to be unjustly enriched, as they avoided fees that should have been paid to Plaintiff and class members during the preceding five years and for the duration of this litigation;
- B. Order an accounting of all monies that Defendants owe Plaintiff and class members, including interest and penalties;
- C. Enjoin and restrain Defendants from engaging in business within the boundaries of class members and deriving gross revenues therefrom without paying the required video-service-provider fees;
- D. Award attorneys' fees, costs and expenses from the amount(s) recovered for the common benefit of the class; and
- E. Order such other and further relief as the Court deems just and proper under the circumstances.

COUNT III – UNPAID FEES, INTEREST AND PENALTIES

- 55. Plaintiff repeats, re-alleges and incorporates by reference paragraphs 1-54 of this Petition as if more fully set forth herein.
- 56. Defendants owe Plaintiff and other class members video-service-provider fees, together with interest and penalties, as a result of their failure to comply with the Act and

Plaintiff's and class members' codes and ordinances during the preceding five years and for the duration of this litigation.

WHEREFORE, Plaintiff, on behalf of itself and all Missouri political subdivisions similarly situated, prays that this Court:

- A. Enter judgment in favor of each class member and against Defendants for the video-service-provider fees, interest and penalties due each class member from Defendants;
- B. Award attorneys' fees, costs and expenses from the amount(s) recovered for the common benefit of the class; and
- C. Order such other and further relief as the Court deems just and proper under the circumstances.

DATED: August 9, 2018

By: /s/ John W. Hoffman John W. Hoffman, #41484 Garrett R. Broshuis, #65805 Korein Tillery, LLC 505 N. 7th Street, Suite 3600 St. Louis, MO 63101 Tel. (314) 241-4844 Fax. (314) 241-1854

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was filed via the Court's electronic filing system on this 9th day of August, 2018.

In addition, I hereby certify that a copy of the foregoing was sent via U.S. Postal Service, first class mail, postage prepaid, this 9th day of August, 2018, to the following:

DirecTV, LLC c/o CT Corporation System 120 South Central Ave. Clayton, MO 63105

DirecTV, LLC 2260 E. Imperial Highway El Segundo, CA 90245

DISH Network Corp. 9601 South Meridian Blvd. Englewood, CO 80112

DISH Network Corp. c/o Timothy Allen Messner 9601 S. Meridian Blvd. Englewood, CO 80112

DISH Network, LLC c/o Timothy Allen Messner 9601 S. Meridian Blvd. Englewood, CO 80112

DISH Network, LLC 9601 South Meridian Blvd. Englewood, CO 80112

/s/ John W. Hoffman
John W. Hoffman